

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING		PAGE OF 1 79 PAGES	
2. CONTRACT NO. DACW67-01- C-0010		3. SOLICITATION NO. DACW67-01-R-0007		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 02 Mar 2001	
7. ISSUED BY US Army Corps of Engineers, Seattle District ATTN: CENWS-CT PO Box 3755 Seattle, WA 98124-3755		CODE DACW67		8. ADDRESS OFFER TO (If other than Item 7) SEE BLOCK 7		6. REQUISITION/PURCHASE NO W68MD9-1023-7208	

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder."

SOLICITATION

9. Sealed offers in original and 1 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in Contracting Div 2nd Floor, Column C-5 until 2:00 PM local time 05 Apr 2001
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: Section I, Provision No. 52.214-7 or 52.215-10
All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL A. NAME Sharon Gonzalez B. TELEPHONE NO. (include area code) (NO COLLECT CALLS) (206)764-3635

11. TABLE OF CONTENTS

(X)	SEC	DESCRIPTION	PAGE(S)	(X)	SEC	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
<input checked="" type="checkbox"/>	A	SOLICITATION/CONTRACT FORM	2	<input checked="" type="checkbox"/>	I	CONTRACT CLAUSES	9
<input checked="" type="checkbox"/>	B	SUPPLIES OR SERVICES AND PRICES/COST	2	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
<input checked="" type="checkbox"/>	C	DESCRIPTION/SPECS./WORK STATEMENT	2	<input checked="" type="checkbox"/>	J	LIST OF ATTACHMENTS	
	D	PACKAGING AND MARKING		PART IV - REPRESENTATIONS AND INSTRUCTIONS			
<input checked="" type="checkbox"/>	E	INSPECTION AND ACCEPTANCE	4	<input checked="" type="checkbox"/>	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	60
<input checked="" type="checkbox"/>	F	DELIVERIES OR PERFORMANCE	5	<input checked="" type="checkbox"/>	L	INSTRS., CONDS., AND NOTICES TO OFFERORS	70
<input checked="" type="checkbox"/>	G	CONTRACT ADMINISTRATION DATA	7	<input checked="" type="checkbox"/>	M	EVALUATION FACTORS FOR AWARD	75
<input checked="" type="checkbox"/>	H	SPECIAL CONTRACT REQUIREMENTS	8				

OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-15 Minimum Bid Acceptance Period DUNS # 01-452-1558

12. In compliance with the above, the undersigned agrees, if this offer is accepted within calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)	10. CALENDAR DAYS <u>0</u> %	20. CALENDAR DAYS <u>0</u> %	30. CALENDAR DAYS <u>0</u> %	CALENDAR DAYS <u>0</u> %
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated)	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR <u>QUALITY LAWN</u> <u>PO Box 149</u> <u>481 MANLEY CRK RD</u> <u>LACLEDE ID 83841</u>	15B. FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print) <u>GENE R. BELL, PARTNER</u>
---	---------------	--

15B. TELEPHONE NO. (include area code) <u>(208)263-0331</u>	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE <input type="checkbox"/>	17. SIGNATURE <u>Gene R Bell</u>	18. OFFER DATE <u>3-28-2001</u>
--	---	-------------------------------------	------------------------------------

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED <u>001 (Base)</u>	20. AMOUNT <u>\$76,303.75</u>	21. ACCOUNTING AND APPROPRIATION <u>96X31230000 082433 2520000 24HB000200 NA96453</u>
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION <input type="checkbox"/> 10 USC 2304(c) <input type="checkbox"/> 10 USC 253(c)	23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM <u>SEE SEC G</u>
24. ADMINISTERED BY (If other than Item 7) CODE	25. PAYMENT WILL BE MADE BY <u>USACE FINANCE Center</u> <u>CEFC-AD-P</u> <u>7722 Integrity Drive</u> <u>Millington TN 38054-5005</u>	CODE
26. NAME OF CONTRACTING OFFICER (Type or print) <u>JANET L. OLSON Contracting Officer</u>	27. UNITED STATES OF AMERICA <u>Janet L Olson</u> (Signature of Contracting Officer)	28. AWARD DATE <u>20 APR 01</u>

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.
NSN 7540-01-152-8064
PREVIOUS EDITION NOT USABLE

PERFORM (DLA)

STANDARD FORM 33 (Rev. 4-85)
Prescribed by GSA
FAR (48 CFR) 53.214(c)

SECTION A Solicitation/Contract Form

*RFP/IFB No.: DACW67-01-R-0007
 Contract No.: DACA67-01-C-0010

IF THE CONTRACTOR IS A CORPORATION OR PARTNERSHIP, THE APPLICABLE FORM LISTED BELOW MUST BE COMPLETED. IN THE ALTERNATIVE, OTHER EVIDENCE MUST BE SUBMITTED TO SUBSTANTIATE THE AUTHORITY OF THE PERSON SIGNING THE CONTRACT. IF A CORPORATION, THE SAME OFFICER SHALL NOT EXECUTE BOTH THE CONTRACT AND THE CERTIFICATE.

CORPORATE CERTIFICATE

I, _____, certify that I am the _____
 Secretary of the corporation named as Contractor herein; that _____, who signed this
 contract on behalf of the Contractor was then _____ of said corporation; that said contract was
 duly signed for and on behalf of said corporation by authority of its governing body and is within the
 scope of its corporate powers.

 (Secretary) (CORPORATE SEAL)

AUTHORITY TO BIND PARTNERSHIP

This is to certify that the names, signatures and Social Security Numbers of all partners are listed below and that the person signing the contract has authority actually to bind the partnership pursuant to its partnership agreements. Each of the partners individually has full authority to enter into and execute contractual instruments on behalf of said partnership with the United States of America, except as follows: (state "none" or describe limitations, if any).

This authority shall remain in full force and effect until such time as the revocation of authority by any cause whatsoever has been furnished in writing to, and acknowledged by, the Contracting Officer.

(Names, Signatures and Social Security Numbers of all Partners)

NAME	SIGNATURE	SOCIAL SECURITY NO.
<u>Gene R Bell</u>	<u>Gene R Bell</u>	<u>478-98-1049</u>
<u>SCOTT M. BELL</u>	<u>Scott Bell</u>	<u>478-98-1153</u>
_____	_____	_____
_____	_____	_____

This page intentionally blank

**ALBENI FALLS PROJECT
 GROUNDS MAINTENANCE CONTRACT
 2001 BASE YEAR, 2002-2003 OPTION YEARS
 SCHEDULE**

ITEM	DESCRIPTION	QTY	U/I	UNIT PRICE	AMOUNT
0001	BASE YEAR				
	Provide all labor, equipment, supplies, transportation and supervision necessary to mow, edge, rake, sweep, remove and dispose of debris, and road sweep at the Albeni Falls Project, Bonner County, Idaho recreation areas: Albeni Cove Recreation Area near Oldtown, Idaho; Priest River Recreation Area near Priest River, Idaho; the Vista Recreation Area near Priest River, Idaho; Riley Creek Recreation Area near Laclede, Idaho; Springy Point Recreation Area near Sagle, Idaho; and Trestle Creek Recreation Area near Hope, Idaho in accordance with the attached Scope of Work and all terms and conditions stated herein. The base year will commence on the date of award and end 28 February 2002. Option years if exercised will be full 12-month periods.				
	Vista Recreation Area:				
0001AA	Mowing and trimming of improved, Schedule A lawn areas; 1.24 acres	44	EA	<u>125⁰⁰</u>	<u>5500⁰⁰</u>
0001AB	Mowing and trimming of improved, Schedule B lawn areas; 5.64 acres	22	EA	<u>340⁰⁰</u>	<u>7480⁰⁰</u>
0001AC	Mowing and trimming of unimproved lawn areas; 1.09 acres	6	EA	<u>140⁰⁰</u>	<u>840⁰⁰</u>
0001AD	Spring cleanup (3.20 acres) of winter accumulations	1	EA	<u>2263⁰⁰</u>	<u>2263⁰⁰</u>
0001AE	Debris removal/disposal of winter accumulations	1	EA	<u>1131⁰⁰</u>	<u>1131⁰⁰</u>
0001AF	Road sweeping of asphalt road and parking lot surfaces	1	EA	<u>1500⁰⁰</u>	<u>1500⁰⁰</u>
0001AG	Additional mowing of improved lawn areas (Schedule A and B, as requested by COR)	2	EA	<u>272⁰⁰</u>	<u>544⁰⁰</u>
0001AH	Raking of 0.25 acres mowing Accumulations (as requested by COR)	22	EA	<u>15⁰⁰</u>	<u>330⁰⁰</u>
	Albeni Cove Recreation Area:				
0001AJ	Mowing and trimming of improved, Schedule B lawn areas; 2 acres	20	EA	<u>100⁰⁰</u>	<u>2,000⁰⁰</u>
0001AK	Mowing and trimming of unimproved lawn areas;	5	EA	<u>7.30</u>	<u>36.50</u>

This page intentionally blank

0.01 acres

0001AL	Spring cleanup (2.1 acres) of winter accumulations	1 EA	<u>1533⁰⁰</u>	<u>1533⁰⁰</u>
0001AM	Debris removal/disposal of winter accumulations	1 EA	<u>766⁵⁰</u>	<u>766⁵⁰</u>
0001AN	Road sweeping of asphalt road and parking lot surfaces	1 EA	<u>777.50</u>	<u>777.50</u>
0001AP	Additional mowing of improved lawn areas (Schedule B, as requested by COR)	2 EA	<u>80⁰⁰</u>	<u>160⁰⁰</u>
0001AQ	Raking of 0.25 acres mowing Accumulations (as requested by COR)	20 EA	<u>15⁰⁰</u>	<u>300⁰⁰</u>

Priest River Recreation Area:

0001AR	Mowing and trimming of improved, Schedule B lawn areas 6.5 acres	22 EA	<u>323.00</u>	<u>7106⁰⁰</u>
0001AS	Mowing and trimming of unimproved lawn areas; 0.25 acres	5 EA	<u>18.25</u>	<u>91.25</u>
0001AT	Spring cleanup (5.3 acres) of winter accumulations	1 EA	<u>3577.00</u>	<u>3577.00</u>
0001AU	Debris removal/disposal of winter accumulations	1 EA	<u>1788.50</u>	<u>1788.50</u>
0001AV	Road sweeping of asphalt road and parking lot surfaces	1 EA	<u>743.00</u>	<u>743.00</u>
0001AW	Additional mowing of improved lawn areas (Schedule B, as requested by COR)	2 EA	<u>258.00</u>	<u>516.00</u>
0001AX	Raking of 0.25 acres mowing Accumulations (as requested by COR)	22 EA	<u>15.00</u>	<u>330.00</u>

Riley Creek Recreation Area:

0001AY	Mowing and trimming of improved, Schedule B lawn areas; 12 acres	20 EA	<u>595.50</u>	<u>11,910.00</u>
0001AZ	Mowing and trimming of unimproved lawn areas; 0.10 acres	5 EA	<u>7.30</u>	<u>36.50</u>
0001BA	Spring cleanup (12 acres) of winter accumulations	1 EA	<u>8577.50</u>	<u>8577.50</u>
0001BB	Debris removal/disposal of winter accumulations	1 EA	<u>4288.75</u>	<u>4288.75</u>
0001BC	Road sweeping of asphalt road and parking lot surfaces	1 EA	<u>946.25</u>	<u>946.25</u>
0001BD	Additional mowing of improved lawn areas (Schedule B, as requested by COR)	2 EA	<u>475.50</u>	<u>951.00</u>
0001BE	Raking of 0.25 acres mowing Accumulations (as requested by COR)	20 EA	<u>15.00</u>	<u>300⁰⁰</u>

This page intentionally blank

Springy Point Recreation Area:

0001BF	Mowing and trimming of improved, Schedule B lawn areas; 1 acre	22 EA	<u>49.50</u>	<u>1089.00</u>
0001BG	Mowing and trimming of unimproved lawn areas; 0.10 acres	5 EA	<u>7.30</u>	<u>36.50</u>
0001BH	Spring cleanup (3.4 acres) of winter accumulations	1 EA	<u>2409.00</u>	<u>2409.00</u>
0001BJ	Debris removal/disposal of winter accumulations	1 EA	<u>1204.50</u>	<u>1204.50</u>
0001BK	Road sweeping of asphalt road and parking lot surfaces	1 EA	<u>200.00</u>	<u>200.00</u>
0001BL	Additional mowing of improved lawn areas (Schedule B, as requested by COR)	2 EA	<u>39.50</u>	<u>79.00</u>
0001BM	Raking of 0.25 acres mowing Accumulations (as requested by COR)	22 EA	<u>15.00</u>	<u>330.00</u>

Trestle Creek Recreation Area:

0001BN	Mowing and trimming of improved, Schedule B lawn areas; 1.75 acres	22 EA	<u>100.00</u>	<u>2200.00</u>
0001BP	Spring cleanup (1.5 acres) of winter accumulations	1 EA	<u>1095.00</u>	<u>1095.00</u>
0001BQ	Debris removal/disposal of winter accumulations	1 EA	<u>549.50</u>	<u>549.50</u>
0001BR	Road sweeping of asphalt road and parking lot surfaces	1 EA	<u>300.00</u>	<u>300.00</u>
0001BS	Additional mowing of improved lawn areas (Schedule B, as requested by COR)	2 EA	<u>80.00</u>	<u>160.00</u>
0001BT	Raking of 0.25 acres mowing Accumulations (as requested by COR)	22 EA	<u>15.00</u>	<u>330.00</u>

0002 FIRST OPTION YEAR

Provide all labor, equipment, supplies, transportation and supervision necessary to mow, edge, rake, sweep, remove and dispose of debris, and road sweep at the Albeni Falls Project, Bonner County, Idaho recreation areas: Albeni Cove Recreation Area near Oldtown, Idaho; Priest River Recreation Area near Priest River, Idaho; the Vista Recreation Area near Priest River, Idaho; Riley Creek Recreation Area near Laclede, Idaho; Springy Point Recreation Area near Sagle, Idaho; and Trestle Creek Recreation Area near Hope, Idaho in accordance with the attached Scope of Work and all terms and conditions stated herein. The first option year will commence on 1 March 2002 and end 28 February 2003. Option years

This page intentionally blank

if exercised will be full 12-month periods.

Vista Recreation Area:

0002AA	Mowing and trimming of improved, Schedule A lawn areas; 1.24 acres	44 EA	<u>125.00</u>	<u>5500.00</u>
002AB	Mowing and trimming of improved, Schedule B lawn areas; 5.64 acres	22 EA	<u>340.00</u>	<u>7480.00</u>
0002AC	Mowing and trimming of unimproved lawn areas; 1.09 acres	6 EA	<u>140.00</u>	<u>840.00</u>
0002AD	Spring cleanup (3.20 acres) of winter accumulations	1 EA	<u>2263.00</u>	<u>2263.00</u>
0002AE	Debris removal/disposal of winter accumulations	1 EA	<u>1131.00</u>	<u>1131.00</u>
0002AF	Road sweeping of asphalt road and parking lot surfaces	1 EA	<u>1500.00</u>	<u>1500.00</u>
0002AG	Additional mowing of improved lawn areas (Schedule A and B, as requested by COR)	2 EA	<u>272.00</u>	<u>544.00</u>
0002AH	Raking of 0.25 acres mowing Accumulations (as requested by COR)	22 EA	<u>15.00</u>	<u>330.00</u>

Albeni Cove Recreation Area:

0002AJ	Mowing and trimming of improved, Schedule B lawn areas; 2 acres	20 EA	<u>100.00</u>	<u>2000.00</u>
0002AK	Mowing and trimming of unimproved lawn areas; 0.01 acres	5 EA	<u>7.30</u>	<u>36.50</u>
0002AL	Spring cleanup (2.1 acres) of winter accumulations	1 EA	<u>1533.00</u>	<u>1533.00</u>
0002AM	Debris removal/disposal of winter accumulations	1 EA	<u>766.50</u>	<u>766.50</u>
0002AN	Road sweeping of asphalt road and parking lot surfaces	1 EA	<u>777.50</u>	<u>777.50</u>
0002AP	Additional mowing of improved lawn areas (Schedule B, as requested by COR)	2 EA	<u>80.00</u>	<u>160.00</u>
0002AQ	Raking of 0.25 acres mowing Accumulations (as requested by COR)	20 EA	<u>15.00</u>	<u>300.00</u>

Priest River Recreation Area:

0002AR	Mowing and trimming of improved, Schedule B lawn areas; 6.5 acres	22 EA	<u>323.00</u>	<u>7106.00</u>
0002AS	Mowing and trimming of unimproved lawn areas; 0.25 acres	5 EA	<u>18.25</u>	<u>91.25</u>

This page intentionally blank

0002AT	Spring cleanup (5.3 acres) of winter accumulations	1 EA	<u>3577.00</u>	<u>3577.00</u>
0002AU	Debris removal/disposal of winter accumulations	1 EA	<u>1788.50</u>	<u>1788.50</u>
0002AV	Road sweeping of asphalt road and parking lot surfaces	1 EA	<u>743.00</u>	<u>743.00</u>
0002AW	Additional mowing of improved lawn areas (Schedule B, as requested by COR)	2 EA	<u>258.00</u>	<u>516.00</u>
0002AX	Raking of 0.25 acres mowing Accumulations (as requested by COR)	22 EA	<u>15.00</u>	<u>330.00</u>

Riley Creek Recreation Area:

0002AY	Mowing and trimming of improved, Schedule B lawn areas; 12 acres	20 EA	<u>595.50</u>	<u>11910.00</u>
0002AZ	Mowing and trimming of unimproved lawn areas; 0.10 acres	5 EA	<u>7.30</u>	<u>36.50</u>
0002BA	Spring cleanup (12 acres) of winter accumulations	1 EA	<u>8577.50</u>	<u>8577.50</u>
0002BB	Debris removal/disposal of winter accumulations	1 EA	<u>4288.75</u>	<u>4288.75</u>
0002BC	Road sweeping of asphalt road and parking lot surfaces	1 EA	<u>946.25</u>	<u>946.25</u>
0002BD	Additional mowing of improved lawn areas (Schedule B, as requested by COR)	2 EA	<u>475.50</u>	<u>951.00</u>
0002BE	Raking of 0.25 acres mowing Accumulations (as requested by COR)	20 EA	<u>15.00</u>	<u>300.00</u>

Springy Point Recreation Area:

0002BF	Mowing and trimming of improved, Schedule B lawn areas; 1 acre	22 EA	<u>49.50</u>	<u>1089.00</u>
0002BG	Mowing and trimming of unimproved lawn areas; 0.10 acres	5 EA	<u>7.30</u>	<u>36.50</u>
0002BH	Spring cleanup (3.4 acres) of winter accumulations	1 EA	<u>2409.00</u>	<u>2409.00</u>
0002BJ	Debris removal/disposal of winter accumulations	1 EA	<u>1204.50</u>	<u>1204.50</u>
0002BK	Road sweeping of asphalt road and parking lot surfaces	1 EA	<u>200.00</u>	<u>200.00</u>
0002BL	Additional mowing of improved lawn areas (Schedule B, as requested by COR)	2 EA	<u>39.50</u>	<u>79.00</u>
0002BM	Raking of 0.25 acres mowing Accumulations (as requested by COR)	22 EA	<u>15.00</u>	<u>330.00</u>

Trestle Creek Recreation Area:

This page intentionally blank

0002BN	Mowing and trimming of improved, Schedule B lawn areas; 1.75 acres	22 EA	<u>100.00</u>	<u>2200.00</u>
0002BP	Spring cleanup (1.5 acres) of winter accumulations	1 EA	<u>1095.00</u>	<u>1095.00</u>
0002BQ	Debris removal/disposal of winter accumulations	1 EA	<u>547.50</u>	<u>547.50</u>
0002BR	Road sweeping of asphalt road and parking lot surfaces	1 EA	<u>300.00</u>	<u>300.00</u>
0002BS	Additional mowing of improved lawn areas (Schedule B, as requested by COR)	2 EA	<u>80.00</u>	<u>160.00</u>
0002BT	Raking of 0.25 acres mowing Accumulations (as requested by COR)	22 EA	<u>15.00</u>	<u>330.00</u>

0003 SECOND OPTION YEAR

Provide all labor, equipment, supplies, transportation and supervision necessary to mow, edge, rake, sweep, remove and dispose of debris, and road sweep at the Albeni Falls Project, Bonner County, Idaho recreation areas: Albeni Cove Recreation Area near Oldtown, Idaho; Priest River Recreation Area near Priest River, Idaho; the Vista Recreation Area near Priest River, Idaho; Riley Creek Recreation Area near Laclede, Idaho; Springy Point Recreation Area near Sagle, Idaho; and Trestle Creek Recreation Area near Hope, Idaho in accordance with the attached Scope of Work and all terms and conditions stated herein. The second option year will commence on 1 March 2002 and end 28 February 2003. Option years if exercised will be full 12-month periods.

Vista Recreation Area:

0003AA	Mowing and trimming of improved, Schedule A lawn areas; 1.24 acres	44 EA	<u>125.00</u>	<u>5500.00</u>
0003AB	Mowing and trimming of improved, Schedule B lawn areas; 5.64 acres	22 EA	<u>340.00</u>	<u>7480.00</u>
0003AC	Mowing and trimming of unimproved lawn areas; 1.09 acres	6 EA	<u>140.00</u>	<u>840.00</u>
0003AD	Spring cleanup (3.20 acres) of winter accumulations	1 EA	<u>2263.00</u>	<u>2263.00</u>
0003AE	Debris removal/disposal of winter accumulations	1 EA	<u>1131.00</u>	<u>1131.00</u>
0003AF	Road sweeping of asphalt road and parking lot surfaces	1 EA	<u>1500.00</u>	<u>1500.00</u>
0003AG	Additional mowing of improved lawn areas (Schedule A and B, as requested by COR)	2 EA	<u>272.00</u>	<u>544.00</u>
0003AH	Raking of 0.25 acres mowing Accumulations (as	22 EA	<u>15.00</u>	<u>330.00</u>

This page intentionally blank

requested by COR)

Albeni Cove Recreation Area:

0003AJ	Mowing and trimming of improved, Schedule B lawn areas; 2 acres	20 EA	<u>100.00</u>	<u>2000.00</u>
0003AK	Mowing and trimming of unimproved lawn areas; 0.01 acres	5 EA	<u>7.30</u>	<u>36.50</u>
0003AL	Spring cleanup (2.1 acres) of winter accumulations	1 EA	<u>1533.00</u>	<u>1533.00</u>
0003AM	Debris removal/disposal of winter accumulations	1 EA	<u>766.50</u>	<u>766.50</u>
0003AN	Road sweeping of asphalt road and parking lot surfaces	1 EA	<u>777.50</u>	<u>777.50</u>
0003AP	Additional mowing of improved lawn areas (Schedule B, as requested by COR)	2 EA	<u>80.00</u>	<u>160.00</u>
0003AQ	Raking of 0.25 acres mowing Accumulations (as requested by COR)	20 EA	<u>15.00</u>	<u>300.00</u>

Priest River Recreation Area:

0003AR	Mowing and trimming of improved, Schedule B lawn areas; 6.5 acres	22 EA	<u>323.00</u>	<u>7106.00</u>
0003AS	Mowing and trimming of unimproved lawn areas; 0.25 acres	5 EA	<u>18.25</u>	<u>91.25</u>
0003AT	Spring cleanup (5.3 acres) of winter accumulations	1 EA	<u>3577.00</u>	<u>3577.00</u>
0003AU	Debris removal/disposal of winter accumulations	1 EA	<u>1788.50</u>	<u>1788.50</u>
0003AV	Road sweeping of asphalt road and parking lot surfaces	1 EA	<u>743.00</u>	<u>743.00</u>
0003AW	Additional mowing of improved lawn areas (Schedule B, as requested by COR)	2 EA	<u>258.00</u>	<u>516.00</u>
0003AX	Raking of 0.25 acres mowing Accumulations (as requested by COR)	22 EA	<u>15.00</u>	<u>330.00</u>

Riley Creek Recreation Area:

0003AY	Mowing and trimming of improved, Schedule B lawn areas; 12 acres	20 EA	<u>595.50</u>	<u>11,910.00</u>
0003AZ	Mowing and trimming of unimproved lawn areas; 0.10 acres	5 EA	<u>7.30</u>	<u>36.50</u>
0003BA	Spring cleanup (12 acres) of winter accumulations	1 EA	<u>8577.50</u>	<u>8577.50</u>
0003BB	Debris removal/disposal of winter accumulations	1 EA	<u>4288.75</u>	<u>4288.75</u>

This page intentionally blank

0003BC	Road sweeping of asphalt road and parking lot surfaces	1 EA	<u>946.25</u>	<u>946.25</u>
0003BD	Additional mowing of improved lawn areas (Schedule B, as requested by COR)	2 EA	<u>475.50</u>	<u>951.00</u>
0003BE	Raking of 0.25 acres mowing Accumulations (as requested by COR)	20 EA	<u>15.00</u>	<u>300.00</u>

Springy Point Recreation Area:

0003BF	Mowing and trimming of improved, Schedule B lawn areas; 1 acre	22 EA	<u>49.50</u>	<u>1089.00</u>
0003BG	Mowing and trimming of unimproved lawn areas; 0.10 acres	5 EA	<u>7.30</u>	<u>36.50</u>
0003BH	Spring cleanup (3.4 acres) of winter accumulations	1 EA	<u>2409.00</u>	<u>2409.00</u>
0003BJ	Debris removal/disposal of winter accumulations	1 EA	<u>1204.50</u>	<u>1204.50</u>
0003BK	Road sweeping of asphalt road and parking lot surfaces	1 EA	<u>200.00</u>	<u>200.00</u>
0003BL	Additional mowing of improved lawn areas (Schedule B, as requested by COR)	2 EA	<u>39.50</u>	<u>79.00</u>
0003BM	Raking of 0.25 acres mowing Accumulations (as requested by COR)	22 EA	<u>15.00</u>	<u>330.00</u>

Trestle Creek Recreation Area:

0003BN	Mowing and trimming of improved, Schedule B lawn areas; 1.75 acres	22 EA	<u>100.00</u>	<u>2200.00</u>
0003BP	Spring cleanup (1.5 acres) of winter accumulations	1 EA	<u>1095.00</u>	<u>1095.00</u>
0003BQ	Debris removal/disposal of winter accumulations	1 EA	<u>547.50</u>	<u>547.50</u>
0003BR	Road sweeping of asphalt road and parking lot surfaces	1 EA	<u>300.00</u>	<u>300.00</u>
0003BS	Additional mowing of improved lawn areas (Schedule B, as requested by COR)	2 EA	<u>80.00</u>	<u>160.00</u>
0003BT	Raking of 0.25 acres mowing Accumulations (as requested by COR)	22 EA	<u>15.00</u>	<u>330.00</u>

This page intentionally blank

BREAKDOWN OF LABOR COSTS -

<u>Disciplines</u>	<u>Est. Hours Per Year</u>	<u>Hourly Rate</u>	<u>Extended Amount</u>
Laborer	<u> </u>	\$ <u> </u>	\$ <u> </u>
Laborer, Grounds Maintenance	<u>600</u>	\$ <u>8.33</u>	\$ <u> </u>

Note: See the Provision in Section L addressing Escalation of Pricing

**SCOPE OF WORK
GROUNDS MAINTENANCE CONTRACT
2001 BASE YEAR, 2002-2003 OPTION YEARS
ALBENI FALLS PROJECT
IDAHO**

1. GENERAL

1.1 Commencement, Prosecution, and Completion. This contract shall become effective on the date of award or subsequent thereto, and shall continue in full force and effect unless terminated as otherwise provided in the contract. It is anticipated that award will be made by 15 February 2001. This is a three-year contract; contract work start and ending dates for the base year and two option years are described in Table 1. As most work described herein is seasonal, and will likely end before October of each year, a gap will exist between the end of the work schedule and the end of the contract year. The contract dates are as follows:

Base Year: Date of award through 28 February 2002.

First Option Year: 01 March 2002 through 28 February 2003.

Second Option Year: 01 March 2003 through 28 February 2004.

Table 1. Work Start and Ending Dates.

Year	Commencement Date	Ending Date
2001 - Base Year	01 April 01	22 September 01
2002 - Option Year	10 March 02	21 September 02
2003 - Option Year	09 March 03	20 September 03

1.2 Facilities to be Serviced. The Contractor shall provide all labor, equipment and supplies (except as specified within this Scope of Work), transportation and supervision to satisfactorily perform all work required by this contract in a manner that will protect and enhance the environment. The work will include mowing, edging, raking, sweeping, debris collection, and disposal of debris at the Albeni Falls Dam Vista Area, the Albeni Cove Recreation Area, the Priest River Recreation Area, the Riley Creek Recreation Area, the Springy Point Recreation Area, and the Trestle Creek Recreation Area located on the Albeni Falls Project, Bonner County, Idaho. Locations of the above areas are marked on the attached maps; drawings indicate by appropriate legend the areas to be maintained. (Note: Maps are not to scale and should not be used to calculate areas. Inventories of the areas are provided in Appendix A). The Contractor shall be required to maintain the areas described herein, shown on the maps and listed on the attached inventories in accordance with this Scope of Work.

1.3 Times of Service. The Contractor shall provide services specified in Section 2, Description of Work, in accordance with the Days of Work and Hours of Work specified therein.

1.4 Pre-work Conference. This meeting shall be held within five days after award of the contract and prior to the beginning of work, at a time and location mutually agreeable to the Contractor and COR. The Contractor should be prepared for a 2 hour meeting and 6 hour site inspection. The purpose of the meeting is to discuss and develop mutual understandings relative to the general and technical provisions of the contract, safety, quality control program, environmental protection, and an onsite tour of the area. All contractor furnished equipment and materials to be used in the performance of the contract will be made available for inspection and approval by the Government. Contractor equipment not in conformity with the requirements of this contract will not be used in the performance of the work. No work will be initiated prior to this inspection. The Contractor's supervisor shall be in attendance at this meeting (see subpara. 1,8.3: Supervision).

1.4.1 Submittals. At this meeting, the Contractor shall submit the following information. Any changes in these submittals deemed necessary by the Contractor during the course of the contract shall be submitted to the COR for approval prior to initiation:

- a. A list of all equipment to be used by the Contractor at the work sites.
- b. A list of vehicles, vessels and license plate numbers to be used during the course of the contract.
- c. A written statement of authorization for the supervisor, including name, address and telephone number.
- d. Certificate of insurance. Insurance requirements are as follows:

Workers Compensation and Employers Liability. Contractors are required to comply with applicable Federal and State Workers Compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with the contractor's commercial operations that it would not be practical to require this coverage. Employers liability coverage of at least \$100,000 shall be required, except in States with exclusive or monopolistic funds that do not permit workers compensation to be written on private carriers.

General Liability. Bodily injury liability insurance coverage of at least \$500,000 per occurrence shall be written on the comprehensive form of the policy. Property damage liability insurance shall be required only in special circumstances as determined by the Government.

Automobile Liability. Automobile liability insurance shall be written on the comprehensive form of the policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,00 per occurrence for bodily injury and \$20,000 per occurrence for property damage. The amount of liability coverage on other policies shall be

commensurate with any legal requirements of the locality in sufficient coverage to meet normal and customary claims.

e. Written designation of quality control representative(s) and copies of letters given to each so designated.

f. Complete work schedules for the contract period.

1.4.2 Work Schedules. The Contractor shall submit, for the approval of the COR, detailed work schedules to include equipment and personnel, with dates of performance for all scheduled work. The work schedules shall be submitted in a format provided by the Contractor. The purpose of the work schedule is to assure that performance inspections by the Government are compatible with the Contractor schedules. The work schedules will also be used to avoid scheduling conflicts with other contractor and Government activities. The work schedules shall be initially submitted at the pre-work conference; any changes will be anticipated by the Contractor and new schedules submitted as soon as possible. Any deviation from the schedules which result in contract performance deficiencies reported by an inspector must be promptly corrected and explained to the satisfaction of the COR. The only work that shall be allowed outside the scheduled times is the correction of unsatisfactory work, or work approved in advance by the COR.

1.4.3 Changes for the Convenience of the Government. The COR may change the scheduled frequency for any contract item to meet the needs of the using public. It may also be necessary during the contract period to close a recreation area(s) or portions thereof due to maintenance, repairs or other circumstances. In the event this action occurs, the Contractor will be notified in writing two weeks in advance with the understanding that the Contractor shall resume contracted services when deemed suitable by the Contracting Officer or his/her representative. The Contractor's unit price will prevail regardless of the number of times each contract item is performed. Any increase or decrease in the number or frequency will require an increase or decrease in the total contract amount.

1.5 Contractor Quality Control Program.

1.5.1 Quality Control. The quality control program is the means by which the Contractor assures himself/herself that adequate inspections of work performance are being conducted so that all work meets contract specifications. The Contractor's quality control program shall be established and maintained for all services included in the contract and shall include the surveillance required to meet all contract specifications regarding schedule compliance, proper equipment, materials and work performance. The Contractor shall be responsible for controlling work quality through effective management, training and sufficient inspections of all work items (including those of any subcontractors) to ensure compliance with all contract requirements.

1.5.2 Control of Onsite Operations. The Contractor's daily quality control shall include: a) an initial safety inspection of vehicles and equipment: b) an inspection of each work area upon arrival for unusual conditions, hazards, and vandalism: c) checks while work is in progress for

quality of workmanship and adherence to safety procedures to ensure contract compliance; d) any action necessary to correct noted or observed deficiencies; and e) completed work shall be inspected for quality of workmanship and contract compliance.

1.5.3 Quality Control Representative Designation. Employees will normally be under the direct supervision of either the Contractor or his/her designated supervisor. In the event that crews are split and the Contractor or his/her supervisor is unable to directly oversee the work, each crew of one or more employees shall have one person who is designated as the Quality Control Representative (QCR). It shall be this person's responsibility to ensure that all work meets the contract specifications. It shall be the Contractor's responsibility to train each QCR so that they are thoroughly familiar with the contract specifications, safety procedures to follow, and their administrative duties.

1.6 Government Quality Assurance.

1.6.1 Inspections. The Government has the right to inspect and test all services, supplies and equipment used during the course of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work. Inspections will be used to verify the accomplishment of work, identify safety deficiencies, and to provide the basis for final acceptance of contract work. Upon receipt of official notification of deficiency in service, the Contractor shall correct the deficiency and take steps to prevent the recurrence of the deficiency. If the Contractor fails to correct the deficiency or refuses to comply, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to any such stop order shall be made subject to claim or extension of time, or for excess costs or damages by the Contractor. Failure to correct reported deficiencies may be cause for default termination. Inspections will be based on the work schedules to assure that inspections closely follow the actual maintenance of facilities or areas. The Government will perform such additional inspections of materials, procedures, equipment, or completed work as is necessary for the COR to ensure contract compliance.

1.6.2 Inspectors Authority. Inspectors are not authorized to change or waive any provisions of the specifications without written authorization of the Contracting Officer, nor shall the presence or absence of an inspector relieve the Contractor from any requirement of the contract. Inspectors will observe and report to the COR the Contractor's activities and compliance with contract specifications. Inspectors have the authority to require work to be done in accordance with contract specifications, and to stop the Contractor's operation for violations of safety requirements or when life is endangered.

1.6.3 Monthly Contract Meetings. Each month the Contractor or designated Contractor's Representative shall meet with the COR at the Albeni Falls Project Office at a time and date designated by the COR. The purpose of this meeting will be to review the past month's performance and the planned work for the upcoming month.

1.7 Deficiencies. If any of the services performed do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with

contract requirements, at no increase in contract amount. An oral or written notice of deficiencies to be corrected will be given to the Contractor and his representative as needed. The Contractor shall have three days from the date of a notice of deficiency in which to furnish satisfactory written justification for the deficiencies and corrective action taken.

1.7.1 Contractor Non-performance. During the progress of the contract, if it becomes apparent that the Contractor is unable or unwilling to perform the work in accordance with the contract specifications, he/she shall acquire additional supplies, equipment and/or personnel as may be required to ensure that the work is accomplished. If any work performed hereunder is not in conformity with the requirements of this contract, the Government shall have the right to require the Contractor to immediately take all necessary steps to ensure future performance is in conformity with the requirements of the contract. If future performance is not in conformity, the Government shall have the right to either 1) perform the work using Government personnel, other contractors, or otherwise, at the Contractor's expense, and/or 2) terminate this contract for default as provided in the contract clause entitled "Termination for Default".

1.7.2 Theft and Misappropriation. This contract may be terminated by the Contracting Officer in the event of theft of Government property.

1.7.3 Termination Costs. The Contractor is expected to perform throughout the contract period. In the event of contract termination, the Contractor may be liable for all costs incurred by the Government for reprocurring a new contractor.

1.7.4 Deductions for Unsatisfactory Work. Deductions in the Contractor's scheduled earnings may be made for services that are found unsatisfactory (i.e., do not comply with this specification). Deductions will be made in accordance with the following procedures:

- a) Each service found unsatisfactory and corrected by the Contractor: no deduction.
- b) Each service found unsatisfactory and performed by the Government: the Government cost for performing the work will be deducted from the Contractor's earnings. The per unit price will apply and deductions will not exceed the unit price.

1.8 Payments.

1.8.1 Submission of Invoices. Monthly payment for services performed will be based on work items satisfactorily completed. An original invoice and three copies of the invoice shall be submitted to USACE Finance Center, CEFC-AO-P, 5720 Integrity Drive, Millington, TN, 38054-5005. Invoices shall include the contract number, item numbers, description of work, quantities, unit prices, and total prices. It is also required that a copy of each monthly invoice be sent to the COR.

1.8.2 Basis for Payment. Payment will be made only for actual services satisfactorily completed under this specification. Separate payments will not be made for the time spent in planning, mobilizing, or performing administrative work.

1.9 Contractor Personnel, Identification, and Personal Appearance.

1.9.1 General. The Contractor shall perform all work with his/her own forces except as provided in para. 1.9.7: Subcontracting.

1.9.2 Personnel Requirements. The Contractor shall provide the personnel necessary to perform all work required by this contract within the specified time limits.

1.9.3 Supervision. The Contractor shall personally supervise the work, or have a representative at the project when work is in progress. The supervisor shall have full authority to direct the work and obtain the necessary equipment and supplies, shall personally and continually oversee the work in conjunction with the Government, and shall have written authority to represent the Contractor in all dealings with the Government. The supervisor shall be capable of speaking and understanding the English language to the satisfaction of the COR. The name, address and telephone number of the supervisor shall be furnished to the Government at the pre-work conference. In the event that the supervisor is absent from the project during working hours, the Contractor shall provide an alternate supervisor with the same authority and will provide immediate written designation to the Government on each occasion.

1.9.4 Removal of Contractors Employees. All work performed under this contract shall be performed in a skillful and workman-like manner. The Contracting Officer or his/her representative may require the Contractor to remove any employee the Contracting Officer or his/her representative deems incompetent, careless, or whose mental or physical condition is such that the employee's ability to satisfactorily perform the work is impaired. The Contractor expressly agrees to remove from the job any individual whose continued employment is deemed by the COR to be contrary to the public interest or inconsistent with the best interest of the U.S. Army Corps of Engineers. Use of or impairment by controlled substances or alcoholic beverages while at the job site is prohibited. All Contractor personnel shall be subject to current Federal, State and local laws, as well as the policies governing the public use of the lands and waters of the project except those that are specifically waived under this contract.

1.9.5 Employee Clothing and Protective Apparel. Contractor personnel shall wear clothing suitable for the weather and working conditions. The required minimum dress shall be safety shoes, long pants, and a short-sleeved shirt. Safety shoes consist of boots or shoes with steel toes and sides high enough to protect the ankles. Minimum additional safety equipment to be provided by the Contractor shall include gloves, safety goggles, hard hats, and ear plugs. The Contractor shall be responsible for ensuring that additional safety equipment is provided his/her employees depending on the work situations encountered in the field. All protective apparel shall comply with Occupational Safety and Health Act (OSHA) Standards, as well as the Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1, revised September 1996, as amended.

1.9.6 Contractor Vehicle Identification. Any contractor vehicle in the work area must display the firm's name on both the front and back of the vehicle or on both sides. The sign

lettering must be at least three inches high. Signs must be of professional quality. No rough, hand-painted signs will be accepted. Magnetic signs are acceptable. These signs must be approved by the COR prior to use at the contract site.

1.9.7 Subcontracting. No work may be subcontracted without the written approval of the Contracting officer. Compliance with the provisions of this contract by subcontractors shall be the responsibility of the Prime Contractor. This provision does not apply to contracts of employment between the contractor and his personnel. The Contractor shall not subcontract or otherwise hire persons already contracting with the government in the operations of the Albeni Falls Dam recreation areas.

1.10 Safety.

1.10.1 Safety Standards. The Contractor shall comply with all applicable Occupational Safety and Health Act (OSHA) Standards, as well as the Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1, revised September 1996, as amended. Updated copies of the Safety and Health Requirements Manual shall be provided to any Contractor by request, or copies may be picked up in person at the Albeni Falls Project Office.

1.10.2 Safety Training. The Contractor shall provide training for each employee covering safe work practices, proper housekeeping, fire protection, and regular meetings in accordance with provisions of EM 385-1-1.

1.10.3 Public Safety. During the open season, the areas in which the work is to be performed are highly utilized by the visiting public. During the closed season, the public is still invited into the recreation areas and may be onsite during Contractor operations. The Contractor shall ensure that reasonable precautions are taken to protect the public at all times where work is being performed. The Contractor shall immediately report to the COR any potential hazards found by his employees on the project. Equipment shall be operated and work performed with the safety of the public in mind at all times.

1.10.4 Report of Unusual or Hazardous Conditions. The Contractor shall immediately report to the COR any unusual and/or potentially hazardous conditions which are observed during the performance of work within the work site.

1.10.5 Accidents.

a. The Contractor shall notify the COR immediately of damage to Government and private property and injury to any person, including the general public and contractor personnel, resulting from his/her operations. In the event that an accident or injury should occur on Government lands, the Contractor shall first notify the appropriate local emergency service organization and the COR.

b. The Contractor shall make a written report of each separate case of injury or accident. These reports shall include, but not be limited to, names, addresses, locations, nature

of the accident or injury, authorities notified and actions taken, along with any other pertinent information. These reports shall be accompanied by sketches, graphs, drawings, and photographs as needed and forwarded to the COR within two working days.

1.11 Protection of Resources.

1.11.1 Protection of Government Facilities. The Contractor shall be responsible for restoring any Government facilities, structures or equipment damaged as a result of his/her operation. Reasonable care shall be used to avoid damage to structures, equipment and vegetation in the recreation areas and other areas of Government property. Any such damage shall be repaired or the items replaced as directed by the COR at no cost to the Government. If the Contractor does not make such repair or replacement, the cost will be deducted from payments to be made to him/her. The Contractor shall advise the COR of any damage to the facilities due to vandalism or other causes on the day he/she first notices such damage.

1.11.2 Protection of Private Property. The Contractor shall be responsible for any injuries to persons or damages to private property (vehicles, camping units or equipment) caused by his/her operations.

1.11.3 Environmental Protection. For the purpose of this specification, environmental pollution is defined as the presence of chemicals, physical or biological elements, or other agents which adversely affect human health or welfare; unfavorably alter ecological balances; affect other species; or degrade the utility of the environment for aesthetic and recreational purposes. The control of environmental pollution requires consideration of air, water and land and involves solid waste management as well as any other pollutants. In order to prevent, and to provide abatement and control of any environmental pollution arising from the activities in the performance of this contract, the Contractor and his/her subcontractors shall comply with all applicable Federal, State, and local laws and regulations concerning pollution control and abatement.

1.11.4 Restoration of Landscape Damage. Any trees, shrubs, turf or other landscape features scarred or damaged by the Contractor's equipment or operations shall be restored to a condition satisfactory to the COR. Damage includes, but is not limited to, broken limbs, bark loosened or torn from trunks, or the mowing over of trees and shrubs. Restoration of scarred and damaged trees shall be performed in an approved manner by experienced personnel. Trees damaged beyond restoration shall be replaced at the Contractor's expense by nursery-grown trees of the same species and size or a species and size approved by the COR. The quality of nursery-grown trees shall also be approved by the COR. The Contractor shall be required to purchase trees at an approved nursery; the actual planting shall be performed by Government forces at no cost to the Contractor.

1.11.5 Protection of Fish and Wildlife. The Contractor shall perform all work and take such steps required to minimize interference with or disturbance to fish and wildlife.

1.11.6 Protection and Recovery of Historical, Archeological, and Cultural Resources. Existing historical, archeological and cultural resources within the Contractor's work area will be so designated by the COR and precautions shall be taken to preserve such resources as they existed at the time they are pointed out to the Contractor. The Contractor shall install necessary protection for these resources so designated on the drawings and shall be responsible for their preservation during this contract. If, during contract activities, the Contractor observes unusual items that might have historical or archeological value, such observations shall be reported as soon as possible to the COR.

1.12 Protection of Water Resources.

1.12.1 General. The Contractor shall not pollute drainage ditches, ponds, or lakes with fuels, oils, bitumens, calcium chlorides, acid, or other harmful materials.

1.12.2 Disposal. Discarding of any materials, wastes, effluents, trash, garbage, grease, chemicals, etc., in areas adjacent to drainage ditches, ponds or lakes will not be permitted. If any waste material is dumped in any unauthorized area, the Contractor shall remove the material and restore the area to its original conditions. If necessary, contaminated ground shall be excavated, disposed of as directed by the COR, and replaced with suitable fill material, compacted, finished with topsoil and planted as required to re-establish vegetation.

1.13 Permits. The Contractor shall, without additional expense to the Government, be responsible for obtaining necessary licenses and permits and for complying with Federal, State, and municipal laws, codes and regulations in connection with the performance of the work.

1.14 Vandalism. The Government requests that the Contractor report observed problems in the contract activities area to the COR. These may include, but are not limited to, vandalism or other incidences of damage, downed trees, etc.

1.15 Project Security. The Contractor will be issued keys for those areas requiring access through locked gates. Government keys will be signed for by the Contractor, and a record of the issued keys kept in the project's key control files. The Contractor shall maintain a key register to document employee possession of Government keys. The Contractor, upon request from the COR or his/her representative, shall make available for inspection the key register or photocopy of same. Extra keys shall be kept in a locked and secured key cabinet. Discharged employees shall be required to turn in all Government keys. For each occurrence of a key being lost or stolen, the Contractor shall be required to reimburse the Government for the actual costs of new cores for the lost key, lock or locks. Keys shall not be duplicated.

1.16 Fire Control.

1.16.1 Fire Equipment. Vehicles used by the Contractor will be equipped with a 10-pound ABC rated fire extinguisher. Mowers will be equipped with a 5-pound ABC rated fire extinguisher. Fire extinguishers shall be checked every six months by a certified fire extinguisher serviceman at the Contractor's expense, and a visual inspection shall be performed

by the Contractor on the first working day of each month to ensure that extinguishers are properly charged, ready to use and located properly. A record tag for verifying inspections shall be attached to each extinguisher and shall be properly maintained throughout the life of the contract.

1.16.2 Fire Procedures. In cases of fires located in buildings or grounds within the contract area, the Contractor shall notify the fire department and the COR and begin initial fire suppression (not to exceed the ability or training of the responder).

1.17 Supplies and Equipment.

1.17.1 Contractor Furnished Equipment and Supplies. The Contractor will provide equipment, materials, and supplies necessary to perform the work as defined in this contract. Equipment, materials and supplies include but are not limited to vehicles, mowers, safety equipment, line trimmers, fuel, oil and replacement parts.

1.17.2 Restroom Facilities. Prior to the opening dates for the Albeni Cove, Priest River, Riley Creek, and Springy Point Recreation Areas, Government restroom facilities may not be available for use by Contractor personnel due to winterization procedures. The Contractor shall be responsible for ensuring his/her employees have access to adequate restroom facilities.

1.17.3 Government Furnished Utilities. The Government will not provide materials, supplies or equipment necessary for the Contractor to complete the work as defined in this contract. Water and power necessary for the performance of work under these specifications will be furnished as available by the Government from existing facilities without cost to the Contractor. (Due to winterization procedures, water and power may not be available until the recreation areas are watered and powered up. The Government will not be obligated to provide these services earlier than is necessary for the proper functioning of the recreation areas.) No facilities will be added by the Government for the Contractor's operation.

1.18 Vehicle Operations. Contractor vehicles must be equipped and operated in compliance with all applicable Idaho State laws governing safety, pollution control, licensing and operation. Contractor vehicles shall not exceed posted speeds on public roadways and shall travel at a speed of not more than ten miles per hour on roadways within the recreation areas, yielding to pedestrians, bicyclists, Corps maintenance vehicles and emergency vehicles.

1.18.1 Parking of Private Vehicles. The Contractor's privately-owned vehicles shall be parked in existing parking areas and in designated work areas at locations approved by the COR. When parked, Contractor vehicles will be positioned to permit pedestrians, bicyclists and other vehicles to pass.

1.18.2 Existing Access Roads. Access roads shall be kept open to traffic at all times. The Contractor is not authorized to obstruct or delay use of roads by the general public or other Contractors. At least one lane of traffic shall be maintained at all times. Contractor vehicles

shall be operated only on existing surfaced roads unless work demands require operation on non-surfaced areas.

1.18.3 Spillage on Roads. Spillage of debris or refuse on project roads and State or County roads will not be permitted. If spillage cannot be prevented, the Contractor shall provide a patrol to police and sweep such areas throughout each work day. At the conclusion of each workday, such traveled areas shall be left broom clean.

1.18.4 Safety Equipment. Each vehicle will be equipped at a minimum with a first aid kit rated 'up to ten people' (or minimum 16 unit), appropriately stocked to treat the expected injuries. Additional first aid kits will be provided if the expected number of people on the job site exceeds the total rated capacity of the expected first aid kits on the job site. Each vehicle will also carry a fire extinguisher as defined in subpara. 1.16.1: Fire Equipment.

1.19 Contractor Storage Area. The Government does not have available areas in which the Contractor may store equipment, materials, or supplies. The Contractor will be responsible for storing and securing Contractor-owned equipment and supplies. During the closed season, heavy equipment may be left in the recreation areas at the Contractor's risk. During the open season, equipment must be removed from the recreation areas at the end of the day in which the work was performed. The Government will not be held liable for the theft or destruction of any Contractor tools and equipment.

1.20 Recreation Area Opening/Closing Dates. Opening and closing dates for the recreation areas are listed in Table 2. These are dates in which the areas are open to public vehicle traffic; all areas are open to foot traffic year round.

Table 2. Recreation Area Opening/Closing Dates.

Recreation Area	Opens	Closes
Albeni Cove	12 May 01 11 May 02 10 May 03	09 September 01 08 September 02 07 September 03
Vista Area	Open all year	
Priest River	12 May 01 11 May 02 10 May 03	30 September 01 29 September 02 29 September 03
Riley Creek	12 May 01 11 May 02 10 May 03	09 September 01 08 September 02 07 September 03
Springy Point	12 May 01 11 May 02 10 May 03	08 October 01 14 October 02 13 October 03

Trestle Creek	Open all year	
---------------	---------------	--

1.21 Contractor Communications. It is recommended that the Contractor have a system of communication between work crews and the foreman in the event of a need to shift personnel, equipment or materials. Government and other contract personnel will not be available to assist in message delivery or other communications between work sites or crews at any time.

1.22 Removal of Material and Rubbish. Before final payment is made, the Contractor shall remove from the work site equipment and unused materials provided by him/her, and any waste materials and rubbish resulting from the operations performed hereunder. The methods and locations of disposal of materials, wastes, effluents, trash, garbage, oil, grease, chemicals, etc., shall be in compliance with applicable local, State, and Federal laws and regulations.

1.23 Public Contact. Contacts with the visiting public shall be courteous. Tact, diplomacy, and courtesy shall be exercised at all times. Negative comments about the project, its personnel or policies will not be tolerated. Any information sought or questions posed by visitors which cannot be appropriately answered by the Contractor or his/her employees shall be referred to the Corps rangers or the contract park attendants. The Contractor and Contractor employees shall not give permissions to deviate from any park rule, regulation or procedure. The Contractor does not have the authority to direct the general public while operating under the scope of this contract.

1.23.1 Complaints from the General Public. Complaints from the using public concerning the Contractor's operation or personnel will be investigated by the COR. If these complaints are valid, the COR will notify the Contractor in writing requesting that corrective action be taken. Failure to correct the condition may result in default termination.

1.24 Inclement Weather Work. The Contractor shall maintain the schedule of services regardless of inclement weather. Exceptions can be approved by the COR when severe conditions make it impracticable or dangerous to perform the work. It will be the responsibility of the Contractor to notify the COR prior to the commencement of work requiring a schedule change. If changes are not requested, it will be assumed that the work was completed as scheduled.

1.25 Lost and Found Items. Many personal items, such as clothing, footwear, towels, recreational equipment, wallets, jewelry, keys, etc., are inadvertently left or lost in the contract areas by park visitors. These items when found by the contractor or his/her employees shall be considered "Lost and Found" items. Lost and Found items shall not be ignored, thrown away or taken for personal use by the Contractor or his/her employees. Lost and Found items will be given to the park attendant or park ranger or put in an established container at a designated location in each park. Misappropriated Lost and Found items by the Contractor or his/her employees will be considered a serious offense and reason for termination of the Contractor

employee if the situation is not corrected to the satisfaction of the COR. This paragraph applies as written to subcontracted personnel.

1.26 Other Contracts. The Government awards contracts for other work within the contract activities area. The Contractor shall fully cooperate with other contractors and Government employees and carefully fit his/her own work to other such work. The Contractor shall not commit or permit any act which will interfere with the performance of work by other contractor or Government employees. Other contracts that will be on-going during the course of this contract include, but are not limited to, Park Attendant, Maintenance, Refuse Pickup, and Law Enforcement.

2. DESCRIPTION OF WORK.

2.1 General. This part contains the general specifications, work requirements and definitions that are applicable throughout this contract. These items are listed as separate bid items in the BID SCHEDULE.

2.2 Definitions.

a. Debris. Tree limbs, branches, driftwood, rocks, detached aquatic weeds, accumulations of weeds, and other naturally occurring materials on the ground which are too large to be mulched safely by a lawn mower. (Does not include small organic litter as defined below.)

b. Organic Litter. Small naturally occurring materials on the ground including, but not limited to, leaves, seed pods, needles, twigs, weeds, grass clipping, etc.

c. Litter. Refuse and trash that has been deposited in or blown into the contract area, and is not located inside one of the dumpsters provided. There are no limits or restrictions on the volume or source of litter.

d. Asphalt and Concrete Surfaces. Include, but are not limited to, all paved roads, paved parking lots, camping pads, sidewalks, boat ramps, curbs, gutters kiosk pads, shelter pads, dumpster pads, pads for flag poles and light standards, etc.

e. Winter Accumulations. Debris, organic litter, dirt, gravel, and other materials that collect and build up on the ground between the last mowing of the previous recreation season and the time of spring clean-up.

2.3 Mowing.

2.3.1 Days of Work. During the open season, work will be performed only on the weekdays. Work shall not be performed on Saturdays, Sundays, Federal holidays, and one day before Federal holidays unless otherwise specified herein or authorized in advance by the COR. During the closed season, work may be performed on weekdays, holidays, and weekends. If scheduled work and public special events within the recreation areas occur on the same day, the

COR may request that the Contractor reschedule work to avoid potential conflicts with the using public.

2.3.2 Hours of Work. Scheduled work shall be accomplished within the hours of 7 a.m. and 7 p.m. each day unless otherwise specified herein or authorized in advance by the COR. The Contractor shall begin work in beach areas no earlier than 8:00 a.m. and complete work in these areas by 11:00 a.m. each work day.

2.3.3. Mowing Frequency.

a. Improved Areas - Improved mowing areas shall be mowed at the frequencies necessary to maintain the lawns at a height between 2 ½ and 4 ½ inches. Normally one mowing per week will be required to maintain the lawns at the specified height (Schedule B); at the Vista Area boat ramp and overlook, two mowings per week will normally be required to maintain the lawns at the specified height (Schedule A). Improved (routine) mowings shall be required during the time periods indicated on Table 3:

Table 3. Time Periods for Improved (once and twice per week) Mowings.

Recreation Area	2001	2002	2003
Vista Area	22 April - 22 September	21 April- 21 September	20 April- 20 September
Albeni Cove	22 April - 08 September	21 April- 07 September	20 April- 06 September
Priest River	22 April - 22 September	21 April- 21 September	20 April- 20 September
Riley Creek	22 April - 08 September	21 April- 07 September	20 April- 06 September
Springy Point	22 April - 22 September	21 April- 21 September	20 April- 20 September
Trestle Creek	22 April - 22 September	21 April- 21 September	20 April- 20 September

1. Schedule A (Vista Area only). Due to irrigation and fertilization practices, the areas indicated on the Vista Area mowing map will be mowed twice per week to ensure adequate height. Mowings shall be spaced at least three days apart to allow grass growth prior to the next scheduled mowing.

2. Schedule B (All other areas). Normally one mowing per week will be required to maintain the lawns at the specified height. Improved Schedule B areas include those areas not identified as Vista Area Improved Schedule A and all Routine Improved areas identified in the other recreation areas.

At the Vista Area, several areas have been indicated as improved mowing along the road edges. These edges shall be mowed a minimum of 20 feet out from the road edge. Exceptions include; 1) that area bordering the guard rails south and east edge of the powerhouse parking lot. This area shall be mowed a minimum of four feet out from the edge of the lot. 2) Road shoulders of the powerhouse access road shall be trimmed on a monthly (unimproved) basis. This area extends between the Vista Center access road and the railroad tracks on the north side, and the maintenance compound and railroad tracks on the south side. Ripped areas are

excluded. Road edges within the other recreation areas vary in width depending on the topography, but are generally one to six feet wide.

At Trestle Creek, a swath approximately 22 inches wide shall be mowed abutting the northeast side of the chain link fence paralleling the access road in accordance with the improved mowing frequency. Both sides of the fence shall be trimmed with a string trimmer to prevent grass from growing into the chain link fence. The southwest side of the fence shall be mowed in accordance with the improved mowing frequency.

b. Unimproved Areas. Unimproved areas shall be mowed once each month during the weeks identified in Table 4.

Table 4. Time Periods for Unimproved (once per month) Mowings.

Recreation Area	2001	2002	2003
Vista Area	22 April 20 May 24 June 22 July 26 August 16 September	21 April 19 May 23 June 21 July 25 August 15 September	20 April 18 May 22 June 20 July 24 August 14 September
Albeni Cove	22 April 20 May 24 June 22 July 26 August	21 April 19 May 23 June 21 July 25 August	20 April 18 May 22 June 20 July 24 August
Priest River	22 April 20 May 24 June 22 July 26 August	21 April 19 May 23 June 21 July 25 August	20 April 18 May 22 June 20 July 24 August
Riley Creek	22 April 20 May 24 June 22 July 26 August	21 April 19 May 23 June 21 July 25 August	20 April 18 May 22 June 20 July 24 August
Springy Point	22 April 20 May 24 June 22 July 26 August	21 April 19 May 23 June 21 July 25 August	20 April 18 May 22 June 20 July 24 August
Trestle Creek	22 April 20 May 24 June 22 July	21 April 19 May 23 June 21 July	20 April 18 May 22 June 20 July

	26 August	25 August	24 August
--	-----------	-----------	-----------

2.3.4 Mowing Schedule. The Contractor shall be responsible for developing and implementing a detailed lawn mowing schedule. This schedule shall coincide with the service areas shown on the drawings. Maintenance activities performed by others will be coordinated by the COR with this mowing schedule to eliminate conflicts. The Contractor shall be responsible for any delays caused when mowing is performed outside the approved scheduled time periods. The Contractor shall fully coordinate and cooperate with Government personnel, park attendants and other contractor personnel in scheduling mowing so as not to interfere with other work, especially in the campgrounds.

2.3.5 Performance Standards.

a. Mowing in all areas shall be accomplished in a manner that will prevent tearing up, scalping, rutting, or otherwise damaging the turf. Mowing shall not be performed when the ground is so wet that the mowing operations will cause wheel rutting, excessive deposition and/or accumulation of grass clippings, uneven cutting height, or other unsatisfactory results. No clumps of grass shall be left in the mowing areas for any reason. Equipment operation shall not result in damage to trees, shrubbery, or facilities.

b. Uncut vegetation resulting from mowing at excessive speeds, lack of mower overlap, dull blades, or wheel roll-over shall not be acceptable in any of the mowing areas. Mowing shall be accomplished such that no strips of uncut vegetation will result.

c. Mowing in all areas shall result in a smooth cut of uniform height. Improved areas shall be cut to a finished height of 2 ½ inches. Unimproved areas shall be cut to a finished height between 2 ½ and 4 ½ inches. Mowing equipment shall be adjustable to meet the specified cutting heights.

d. On alternating weeks, mowing shall be performed in opposite or perpendicular direction to prevent the grass from laying to one side and not being cut. Where it is not feasible to do this the Contractor shall ensure that the grass is cut to the proper height and is not just laying over to one side.

e. Mowing shall be performed in such a manner that grass clippings are not discharged onto paved or concrete surfaces. Any clippings so discharged shall be removed before the end of the work period on the day the mowing occurs.

f. Mowing areas shall be rendered free of debris/litter prior to mowing.

g. Mowers and power equipment shall be operated in accordance with the manufacturers manuals and safety instructions.

2.3.6 Equipment. Lawn mowing under this contract requires the use of heavy-duty, commercial-grade mowing equipment operated by skilled and competent operators. Only

equipment that meets or exceeds the following specifications will be approved for use under this contract:

- a. Mowing machines must be of the rotary or reel type. Flail and sickle type mowers are not acceptable.
- b. Mowing machines must be capable of producing a smooth, even cut at a height of 2 ½ inches, and must have a cutting width of 48 inches or more. Exceptions to this cutting width will be made by the COR for those areas in which push-type hand mowers must be used.
- c. Turf-type flotation tires or other approved tires shall be required to prevent tearing up of turf.
- d. Mowers must be capable of cutting over uneven terrain (numerous bumps, depressions, gopher mounds, exposed roots, steep grades, etc.) without scalping or damaging the turf.
- e. Mowers shall be equipped with safety chains or other protective guards and devices to prevent flying objects from injuring people or damaging property.
- f. Blades on mowers shall be kept sharp.
- g. Heavy duty commercial-grade hand mowers and line trimmers shall be required to hand mow all areas inaccessible to the larger mowing machines.

2.3.7 Area Inspections. Lawn areas may contain numerous obstacles to mowing such as rocks, garbage, litter, debris, holes, sprinkler heads, etc. It is the Contractor's responsibility to survey these areas and to take whatever precautions are necessary to avoid the obstacles and to safeguard his equipment. The cost of all precautionary measures is considered part of the unit price for mowing. The Government assumes no liability or responsibility for any damages to mowing equipment from any cause.

Prior to each mowing, the contractor shall inspect the area to be mowed and shall remove all litter, branches, driftwood, rocks, or any other materials that are likely to interfere with the mowing operation, become a hazard if struck or thrown by the mower, or be chopped, splintered, or otherwise cut up and re-deposited. Material collected shall be placed in the refuse containers located within the area. Rocks shall be deposited randomly outside the areas to be mowed.

2.3.8 Movable Objects. Movable obstacles, such as picnic tables, shall be moved and the underlying vegetation cut during each mowing. No picnic tables shall be left on paved or concrete surfaces (except those at picnic shelters) at the end of the work day. Picnic tables shall be distributed randomly throughout the entire mowed area. Bunching or leaving tables only along the perimeter of the mowed area is not acceptable and will be considered a deficiency.

2.3.9 Additional Mowings. Additional mowings may be required as a result of weather, growth conditions, or other unforeseen events. The COR may request the additional mowings when necessary. If the COR requests additional mowings, the Contractor will be paid for those mowings based on the Contractor's unit price per acre for Additional Mowings. No more than two additional mowings per recreation area per year may be requested.

2.3.10 Reduced Mowing Frequency. In some circumstances, such as during mid-summer hot, dry periods, and in some areas such as construction sites, mowings of some or all portions of the park may not be required every week. In those areas where the lawn does not achieve a height of 4 ½ inches after one week's growth, and in areas where mowing cannot be performed due to construction or maintenance work, the Contractor will be instructed by the COR to reduce the mowing frequency or acreage.

In the event of a long winter season, the start date for mowing may be postponed to allow for the melting of snow or the firming up of soil. Where the start date is postponed, mowing frequency is reduced, or a percentage of a particular area is restricted, the Contractor's total payment will be reduced by the unit price or a percentage thereof.

2.3.11 Mowing of Occupied Areas. Mowing with power mowers (either push or riding) or line trimmers shall not be performed closer than 20 feet from occupied picnic sites. The Contractor shall return to the sites when the occupants leave and mow the sites as specified herein.

2.3.12 Mowing of Newly Seeded Areas. The Contractor shall allow the grass in these areas to attain an initial, uniform growth of 4 ½ inches. The Contractor shall exercise special caution while mowing these areas to ensure that wheel rutting does not occur during the operation and turning of the mower. After this initial cutting the normal mowing frequency shall apply.

2.3.13 Hand Mowing. Grass and weeds within 5" of all obstacles and throughout any areas inaccessible to large mowing machines shall be cut to the 2 1/2" height specified with a hand mower (or line trimmer if required) as part of each mowing. These areas include, but are not limited to, guard posts, culvert ends, signposts, vent pipes, trees, shrubs, stumps, cut banks, boulders, curbs, rock or gravel stockpiles, ridges, depressions, road shoulders, shoulders or backside of ditches and fences, steep banks, slopes, garbage dumpsters, rest rooms, gage houses, etc.

2.4 Trimming. Trimming shall be performed weekly in conjunction with mowing operations. Grass and weeds immediately around all obstacles and objects in the mowing areas shall be cut to the 2 1/2" height specified with hand trimmers or line trimmers. Grass and weeds which have grown and extended beyond the soil surface onto the surface of any fixed objects in the lawn shall be removed by trimming to provide a neat, even line of vegetation flush with the edges of the object. These obstacles and objects include, but are not limited to, guard posts, culvert ends, signposts, vent pipes, trees, shrubs, electrical posts, transformer boxes, junction boxes, light posts, wheel stops, stumps, boulders, curbs, rocks or gravel stockpiles, fences, garbage dumpsters, grills, fire rings, valve boxes, drain plug covers, etc. The use of gas driven or

electrical line trimmers will not be permitted around unprotected trees which have a diameter of 4 inches or less at the base. Manual hand trimming devices shall be used around these trees and shrubs. NOTE: The Contractor shall coordinate trimming activities around the park attendant sites with the occupant prior to the onset of trimming activities.

2.5 Damages Caused by Mowing and Trimming. The Contractor shall use reasonable care to avoid any damage caused by mowing and trimming to Government facilities or landscaping including, but not limited to: sprinklers, posts, trees and shrubs, etc.

2.6 Raking or Sweeping.

2.6.1 Requirements. Mechanical raking, vacuuming or sweeping may be required to remove any substantial accumulations of grass clippings left on the lawn surface as a result of the mowing operation. The determination as to when an accumulation is substantial and requires manual removal will be made solely by the COR or designated Government Inspectors on an as-needed basis. Such accumulations shall be removed within 72 hours after depositing on the lawn. It is anticipated that less than a quarter acre per recreation area per mowing will be required. The Contractor will bill only for those services requested by the COR and provided by the Contractor.

2.6.2 Lawn Raking and Sweeping Equipment.

a. Accumulations of grass clippings during the course of the contract are expected to be minor. The use of heavy duty, commercial-grade lawn sweeping and raking equipment is not required. Usual equipment includes hand rakes, grass collection systems attached directly to mowers, and lawn sweepers pulled behind mowers.

b. The Contractor's method of raking or sweeping and equipment used shall have prior approval of the COR.

c. Large accumulations of grass clippings may be removed by hand, or by mechanical equipment including raking/vacuuming machines.

2.6.3 Manner of Work. Raking and sweeping shall be done in a manner that will not damage the turf or dislodge the grass from the soil. As the grass clippings are collected, clippings shall be removed to an approved disposal site. Piles of grass clippings shall not be left on the ground at the conclusion of the raking activity.

2.6.4 Raking Required by Conditions Beyond the Contractor's Control. In each instance where for reasons beyond the Contractor's control, any substantial accumulations of grass clippings are left on the lawn following a mowing, the Contractor will be reimbursed for performance of required raking. Such situations would include occasions where the Contractor is prevented from performing scheduled mowings because of inclement weather, or occasions where because of rapid growth raking is required even though the lawns are maintained at a specified height. On each such occasion, within 24 hours after depositing on the lawn, the

Contractor shall request approval by the COR to perform raking or sweeping. In each instance, the COR will determine the specific areas and the total acreage to be raked prior to the performance of any work. The Contractor will be paid only for the acreage raked based on the unit price per acre. The Contractor will not be paid for any raking performed without prior approval of the COR.

2.6.5 Raking Required by Contractor's Failure to Maintain Lawn at a Specified Height. In each instance where any accumulations of grass clippings are left on the lawn due to the Contractor's failure to satisfactorily maintain the lawn in accordance with mowing specifications, the Contractor shall remove such accumulations within 72 hours after depositing. This work shall be performed at no additional cost to the Government. This includes situations where the Contractor does not perform scheduled mowings because of equipment failures and breakdowns.

2.7 Spring Cleanup.

2.7.1 Days of Work. The Contractor shall initiate and complete spring cleanup activities (except burning operations) within the dates specified in Table 5. Start dates may be postponed and ending dates extended depending on early spring weather conditions. The decision to postpone start dates and extend ending dates will be made solely by the Contracting Officer or his/her representative. Work may be performed on weekdays, holidays, and weekends. If scheduled work and public special events within the recreation areas occur on the same day, the COR may request that the Contractor reschedule work to avoid potential conflicts with the using public. Note: Time periods for Mowings and Spring Cleanup Activities overlap. The Contractor will be expected to schedule work in a manner that reduces conflicts between mowing activities and cleanup activities.

Table 5. Time Periods for Spring Cleanup Activities.

Recreation Area	2001	2002	2003
Vista Area	01 April - 30 March	10 March - 30 March	9 March- 30 March
Albeni Cove	01 April - 5 May	10 March - 4 May	9 March - 3 May
Priest River	01 April - 5 May	10 March - 4 May	9 March - 3 May
Riley Creek	01 April - 5 May	10 March - 4 May	9 March - 3 May
Springy Point	01 April - 5 May	10 March - 4 May	9 March - 3 May
Trestle Creek	01 April - 30 March	10 March - 30 March	9 March- 30 March

2.7.2 Hours of Work. Scheduled work shall be accomplished within the hours of 7 a.m. and 7 p.m. each day unless otherwise specified herein or authorized in advance by the COR.

2.7.3 Spring Cleanup Schedule. The Contractor shall be responsible for developing and implementing a detailed spring cleanup schedule. This schedule shall coincide with the service areas shown on the drawings. Maintenance activities performed by others will be coordinated by the COR with this schedule to eliminate conflicts. The Contractor shall be responsible for any delays caused when cleanup is performed outside the approved scheduled time periods. The

Contractor shall fully coordinate and cooperate with Government personnel, park attendants and other contractor personnel in scheduling spring cleanup so as not to interfere with other work, especially in the campgrounds.

2.7.4 Performance Standards.

a. Spring cleanup shall be accomplished in such a manner that will prevent damage to facilities and grounds. This includes, but is not limited to, road surfaces, sidewalks, trees, shrubs, ground vegetation, turf, campsite pads, impact areas, playground equipment, fences, dumpsters, dumpster pads, picnic tables, fire grills, and water hydrants.

b. Locations identified in Areas of Cleanup (subsec. 2.7.9) shall be free of winter accumulations including, but not limited to, leaves, litter, needles, and limbs up to three inches in diameter at the butt.

c. Material collected from these areas shall be removed and disposed of. Material shall not be raked into, dumped in, or otherwise transported to other locations within the recreation areas other than the specified disposal sites.

2.7.5 Requirements. Litter, organic litter and debris shall be raked, vacuumed, swept, picked up or otherwise removed from the areas designated to be cleaned. Litter shall be disposed of in dumpsters located in each park. Organic litter, debris and other winter accumulations shall not be disposed of in dumpsters but shall be disposed of as specified in para. 2.9: Debris Removal. Work shall be undertaken in accordance with the Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1, revised September 1996, as amended.

2.7.6 Government Responsibilities. The Contractor is not responsible for the cleanup of large debris associated with downed or broken trees, hazard trees that will be felled and removed, or other trees that may be felled during thinning or site rehabilitation work. The Government will be responsible for felling, bucking, limbing, hauling of logs, cleanup, and chipping or disposal of material resulting from tree removal operations. It is the Government's intent to have that work completed prior to the Contractor's start of work in a given park. In addition, the Government will collect and dispose of any debris such as limbs, tops, stumps, etc., larger than three (3) inches in diameter at the butt that are located in areas to be cleaned by the Contractor. The Contractor can expect to handle smaller limbs (three inches or less at the butt), twigs, needles/leaves, bark, etc., that remain in the cleanup area.

2.7.7 Downed Material Resulting from Weather. Once an area or portion thereof is cleaned and signed off by the COR as being completed for that year, the Contractor will not be responsible for returning to that area and cleaning it again after a wind or other weather event without reimbursement. A decision will be made after significant weather events by the COR as to whether an area will be re-cleaned. If a decision is made to re-clean an area, it may be done by Government forces or through negotiation with the Contractor.

2.7.8 Cleanup Equipment. Spring cleanup shall require the use of mechanical and hand lawn raking equipment as well as substantial hand labor. Experience has shown that a front-end loader and 5 to 10 yard dump truck may be necessary to move the large amounts of winter accumulations collected. The Contractor may also expect to utilize a 6 person crew working 25 - 30 eight hour days to complete the spring cleanup in all parks. (Information regarding past experience is provided for information only, and in no way limits the quantity of labor or equipment which shall be provided by the Contractor to complete cleanup requirements).

2.7.9 Areas of Cleanup. The Contractor is responsible for cleanup only in areas defined or described in this section and as shown on the incorporated maps.

a. Lawn Areas. Spring cleanup shall be required throughout improved lawn areas as indicated on the drawings. In some areas the entire lawn shall be raked; in others, raking will be limited to those areas directly under or adjacent to trees. Organic material and debris shall be raked, collected and disposed of.

b. Non-lawn Areas. Includes those areas in which lawns have not been established and which do not fall into the definitions below. These areas shall be cleaned of winter accumulations.

c. Campsites.

- Campsite spurs including gravel spurs and an area one to two feet out from the edge of the gravel around the perimeter of the spur. Gravel areas under bumper logs and around wheel stops are included.
- Impact areas. Where the fire pit is not set in a graveled impact area, a zone ten feet around the pit shall be raked and debris and organic material removed (128 sites). At sites in which the pit is set in a graveled impact area, the entire impact area shall be raked (19 sites).

d. Gravel Roads, Gravel Parking Lots, and Gravel Pads.

- Debris and organic material on the gravel roads at the Springy Point and Riley Creek Recreation Areas shall be removed from the entire length and width of the roads, including a one to two foot zone from the edge of the road out.
- Debris and organic material shall be removed from the entire graveled surface of each gravel parking lot at the Albeni Cove, Vista Area and Riley Creek Recreation Areas. Debris and organic material shall be removed from the Springy Point parking lots within an area 20 feet in from the edge of the graveled parking lot.
- Gravel pads include, but are not limited to, amphitheaters, park office pads, areas under bulletin boards, etc. These areas shall be cleaned so as to be free of organic material and debris.

e. Asphalt Road Shoulders. An area of one to two feet out from the edge of the indicated asphalt roads shall be raked. Material shall be pulled onto the road for collection and disposal.

f. Asphalt and Concrete Surfaces. Spring Cleanup shall be required on all hard surfaces as specified in para. 2.2: Definitions, and shall also include, but not be limited to, concrete sidewalks, asphalt walkways, dumpster pads, propane tank enclosures, water faucet and fountain drain pads, picnic shelter pads, and flag pole pads. These surfaces shall be swept or raked free of debris and organic material. A zone one to two feet around the concrete or asphalt edge shall be raked and organic material removed.

g. Buildings. In areas where buildings are not set in an improved lawn area, a zone of not less than ten feet around the building shall be raked free of debris and organic material. This requirement may be reduced at buildings in which native vegetation is growing within the ten foot zone. In these cases, raking shall be limited to an area between the building and the edge of the vegetation. In areas where buildings are set in an improved lawn area, the limits of the raking will be delineated by the drawings.

h. Gravel Paths. Gravel paths within the spring cleanup areas indicated on the drawings will be raked free of debris and organic material.

i. Trails. Foot trails shall be cleaned of debris and organic material for the entire width and length of the trail.

j. Other. Playgrounds, playground equipment, boat ramps, beaches and the curbed planters (islands) within the Visitor Center parking lot shall be subject to the removal of winter accumulations.

2.7.10 Damages Caused by Spring Cleanup Activities. Any damages to Government facilities or landscaping caused by the Contractor during the spring cleanup operation shall be restored as specified previously.

2.8 Road Sweeping.

2.8.1 Days of Work. Road sweeping shall initially be performed within the period of April 15 and May 10 each year as part of spring cleanup. Work may be performed on weekdays, holidays, and weekends. If scheduled work and public special events within the recreation areas occur on the same day, the COR may request that the Contractor reschedule work to avoid potential conflicts with the using public.

2.8.2 Hours of Work. Scheduled work shall be accomplished within the hours of 7 a.m. and 7 p.m. each day unless otherwise specified herein or authorized in advance by the COR.

2.8.3 Performance Standards. Asphalt and concrete road surfaces shall be swept and/or cleaned so as to be free of debris, organic litter, rocks, gravel dirt, and all other materials.

Weeds and grasses growing through cracks or expansion joints shall be removed. Organic litter, gravel, dirt, etc., which accumulate under and around wheel stops and curbs shall be removed. Removal of material shall be conducted in a manner that does not cause scouring, scraping or other damage to the surfaces.

2.8.4 Equipment. This work shall require the use of mechanical sweeping equipment, designed for roadways and parking lots, hand tools, and other items that the Contractor needs to obtain satisfactory results. Such other items have included high pressure sprayers, hoses, back pack blowers, etc.

2.8.5 Areas of Cleanup. Asphalt parking lot and road surfaces within the boundaries of each recreation area shall be rendered free of material as identified in the performance standards. The asphalt areas within the fenced maintenance compound at the Vista Area is excluded from this contract.

2.9 Debris Removal. The Contractor has the option to dispose of debris by either removal from Government property and disposal at a legal dump site, or by transporting to COR-approved sites within the recreation areas for disposal by burning. Locations of approved disposal sites within the parks may be changed at any time by the COR without adjustments in contract price. No debris shall be placed in refuse containers/dumpsters.

a. Burning. Air pollution restrictions applicable to this project are the State of Idaho Open Burning Regulations. Debris may be burned within the contract areas only at sites designated by the COR with the exception of Trestle Creek (see 2.9.b: Disposal Off Government Land for Trestle Creek Exception). Material from the spring cleanup and any burn pile material remaining from the previous year shall be burned by the Contractor only during the start of work each year to May 10 of each year. Debris collected after this period (i.e., during raking operations) shall be burned only with the prior approval of the COR. Burnings conducted shall not exceed the above standards. The Contractor shall obtain a burning permit from the Idaho State Department of Lands when applicable. Burning operations shall be conducted in such manner as to prevent damage to standing timber or other flammable growth. The Contractor shall be responsible for any damage to life and/or property resulting from fires that are started by his employees or as a result of his operations. The Contractor shall furnish at the site of burning operations adequate fire fighting equipment and personnel to properly control the fire and prevent spread outside the designated area. Fires shall be guarded at all times and shall be under constant surveillance until they have been extinguished. NO fire shall be permitted on developed lawn areas, shrub beds, or paved areas, or at any other sites other than those specifically designated by the COR.

b. Disposal off Government Land. The Contractor may dispose of debris in authorized disposal areas located off Government lands. The Contractor must make necessary arrangements, obtain permits if required, and make all payments for the use of the disposal areas. (All debris shall be removed from each recreation area prior to the opening dates). Due to the lack of an appropriate burning area at the Trestle Creek Recreation Area, all material

collected at Trestle Creek shall be disposed of by burning or otherwise off Government land in compliance with all laws and regulations pertaining to the disposal of such materials.

APPENDIX A INVENTORY OF FACILITIES

VISTA AREA

Park Area - 40 acres total.

Item	Unit	Quantity
Acres to mow:		
Improved - Schedule A (Twice per week)	AC	1.24
Improved - Schedule B (Once per week)	AC	5.64
Unimproved	AC	1.09
Spring Cleanup (Includes lawn areas, non-lawn areas, gravel roads, gravel parking lots, building zones, gravel paths, trails, and other.)	AC	3.20
Paved road:		
44' wide	LF	72
28' wide	LF	1840
26' wide	LF	834
12' wide	LF	78
Total	LF	2824
Asphalt parking lot:		
Visitor center, large	SQ FT	28560
Visitor center, small	SQ FT	4488
Powerhouse	SQ FT	38250
Boat ramp	SQ FT	2448
Sand bin	SQ FT	4896
Communications building	SQ FT	1596
Total	SQ FT	80238
Asphalt walkway - 4' wide	LF	592
Concrete walkway:		
8' wide	LF	11
6' wide	LF	170
5' wide	LF	65
Total	SQ FT	246
Visitor center	EA	1
Storage building	EA	1
Pumphouse	EA	1
Flag pole and base	EA	1

ALBENI COVE RECREATION AREA

Park Area - 20 acres total.

Item	Unit	Quantity
Areas to mow:		
Improved - Schedule B (Once per week)	AC	2.05
Unimproved	AC	0.10
Spring Cleanup (Includes lawn areas, non-lawn areas, campsite spurs and impact areas, gravel roads, gravel parking lots, gravel pads, asphalt road shoulders, building zones, gravel paths, trails, and other.)	AC	2.10
Paved road:		
20' wide	LF	2510
12' wide	LF	2119
Total	LF	4629
Asphalt parking lot, boat ramp	SQ FT	7192
Asphalt walkway - 10' wide	LF	66
Concrete walkway - 4' wide	LF	82
Gravel parking lot:		
Boat ramp	SQ FT	2184
Boat ramp overflow	SQ FT	4320
Gate turn-around	SQ FT	4552
Park office	SQ FT	1672
Park office edge of road	SQ FT	3000
Site 12, 13 turn-around	SQ FT	4032
Park attendant	SQ FT	1344
Flagpole	SQ FT	1600
Total	SQ FT	22704
Gravel paths:		
Picnic area - 6' wide	LF	240
Site 11 - 8' wide	LF	136
Site 12, 13 - 2' wide	LF	186
Sites 11, 12, 13 access trail - 12' wide	LF	666
Total	LF	1228
Campsite spurs and associated impact areas (15 sites total)	SQ FT	14434
Park Office - 8'x15'	EA	1
Storage Building - 7'x7'	EA	1
Restroom/Changehouse - 31'6"x19'6"	EA	1
Pumphouse - 9'4"x14'8"	EA	1
Beach	EA	1
Boat Ramp	EA	1
Water Fountain/Faucet drain pads - 3'x3'	EA	5
Flag pole and base	EA	1

PRIEST RIVER RECREATION AREA

Park Area - 22 acres total.

Item	Unit	Quantity
Areas to mow:		
Improved - Schedule B (Once per week)	AC	6.50
Unimproved	AC	0.25
Spring Cleanup (Includes lawn areas, non-lawn areas, campsite spurs and impact areas, gravel roads, gravel parking lots, gravel pads, asphalt road shoulders, building zones, gravel paths, trails, and other.)	AC	5.30
Paved road:		
20' wide	LF	1722
16' wide	LF	693
12' wide	LF	1822
Total	LF	4237
Asphalt parking lot:	SQ FT	
Campground restroom	SQ FT	2125
Pumphouse	SQ FT	3850
Beach	SQ FT	19422
Boat ramp	SQ FT	4850
Total	SQ FT	30247
Asphalt turn-around, boat ramp	SQ FT	3000
Asphalt walkway - 4' wide	LF	232
Concrete walkway - 4' wide	LF	88
Campsite spurs and associated impact areas (22 sites total)	SQ FT	34386
Bike tent pads, sand base - 10'x10'	EA	6
Park Office, 8'x15'	EA	1
Storage Building, 23'4"x8' w/2 4'6"x3' recesses	EA	1
Restrooms:		
Beach - 26'x28'	EA	1
Campground - 27'x31'	EA	1
Picnic shelter - 14'x40'	EA	1
Pumphouse -12'x20'	EA	1
Amphitheater, gravel base	SQ FT	3000
Playground, sand base	SQ FT	3021
Beach	EA	1
Dump station	EA	1
Boat ramp	EA	1
Refuse dumpster pads - 5'x7'	EA	3
Propane tank enclosure and pad - 8'x12'	EA	1
Water Fountain/Faucet drain pads, 3'x3'	EA	11

Flag pole and base	EA	1
--------------------	----	---

RILEY CREEK RECREATION AREA

Park Area - 45 acres total.

Item	Unit	Quantity
Areas to mow:		
Improved - Schedule B (Once per week)	AC	12.00
Unimproved	AC	0.10
Spring Cleanup (Includes lawn areas, non-lawn areas, campsite spurs and impact areas, gravel roads, gravel parking lots, gravel pads, asphalt road shoulders, building zones, gravel paths, trails, and other.)	AC	12.00
Paved road:		
20' wide	LF	1909
16' wide	LF	984
12' wide	LF	3570
Total	LF	6463
Asphalt parking lot:		
Raven Loop restroom	SQ FT	952
Park office	SQ FT	1320
Park office pull-off	SQ FT	1620
Boat ramp	SQ FT	21904
Beach	SQ FT	6880
Eagle shelter	SQ FT	5880
Total	SQ FT	38566
Asphalt walkway:		
Restrooms - 4' wide	LF	589
Park office - 6' wide	LF	54
Total	LF	643
Concrete walkway - 4' wide	LF	216
Gravel road:		
Nighthawk restroom - 14' wide	LF	98
Pumphouse - 10' wide	LF	124
Total	LF	222
Gravel parking lot, entrance gate	SQ FT	1500
Gravel path:		
Bike trail - 6' wide	LF	2974
Playground path - 4' wide	LF	64
Campsite spurs and associated impact areas (70 sites total)	SQ FT	106347
Park Office - 8'x15'	EA	1
Restrooms:		
Beach - 22'8"x27'3"	EA	1
Playground - 22'8"x13'4"	EA	1

Raven Loop - 27'x31'	EA	1
Nighthawk Loop - 27'x31'	EA	1
Picnic shelter:		
Eagle - 24'8"x13'4"	EA	1
Osprey - 36'x16'	EA	1
Pumphouse -20'x13'4"	EA	1
Amphitheater, gravel base	SQ FT	1166
Playground, sand base	SQ FT	2116
Beach	EA	1
Dump station	EA	1
Boat ramp	EA	1
Refuse dumpster pads - 5'x7'	EA	10
Propane tank enclosure and pad - 8'x12'	EA	2
Water Fountain/Faucet drain pads, 3'x3'	EA	17
Flag pole and base	EA	1

SPRINGY POINT RECREATION AREA

Park Area - 13 acres total.

Item	Unit	Quantity
Areas to mow:		
Improved - Schedule B (Once per week)	AC	1
Unimproved	AC	0.10
Spring Cleanup (Includes lawn areas, non-lawn areas, campsite spurs and impact areas, gravel roads, gravel parking lots, gravel pads, asphalt road shoulders, building zones, gravel paths, trails, and other.)	AC	3.40
Paved road:		
20' wide	LF	560
16' wide	LF	128
Total	LF	688
Asphalt turn-around, boat ramp	SQ FT	3520
Concrete walkway - 4' wide	LF	24
Gravel road:		
16' wide	LF	113
12' wide	LF	1894
Total	LF	2007
Gravel parking lot:		
Main	SQ FT	24750
Small restroom	SQ FT	2560
Total	SQ FT	2560
Gravel paths:		
Park office - 5' wide	LF	57
Attendant site - 8' wide	LF	10
Main restroom - 3' wide	LF	22
Site 39 - 3' wide	LF	42
Site 40 - 3' wide	LF	37
Beach - 8' wide	LF	28
Total	LF	196
Campsite spurs and associated impact areas (42 sites total)	SQ FT	59870
Park Office - 8'x15'	EA	1
Storage Building - 20'8"x10'8"	EA	1
Restroom:		
Birch Loop - 27'x31'	EA	1
Cedar Loop - 13'4"x22'8"	EA	1
Pumphouse - 13'4"x12'	EA	1
Beach	EA	1

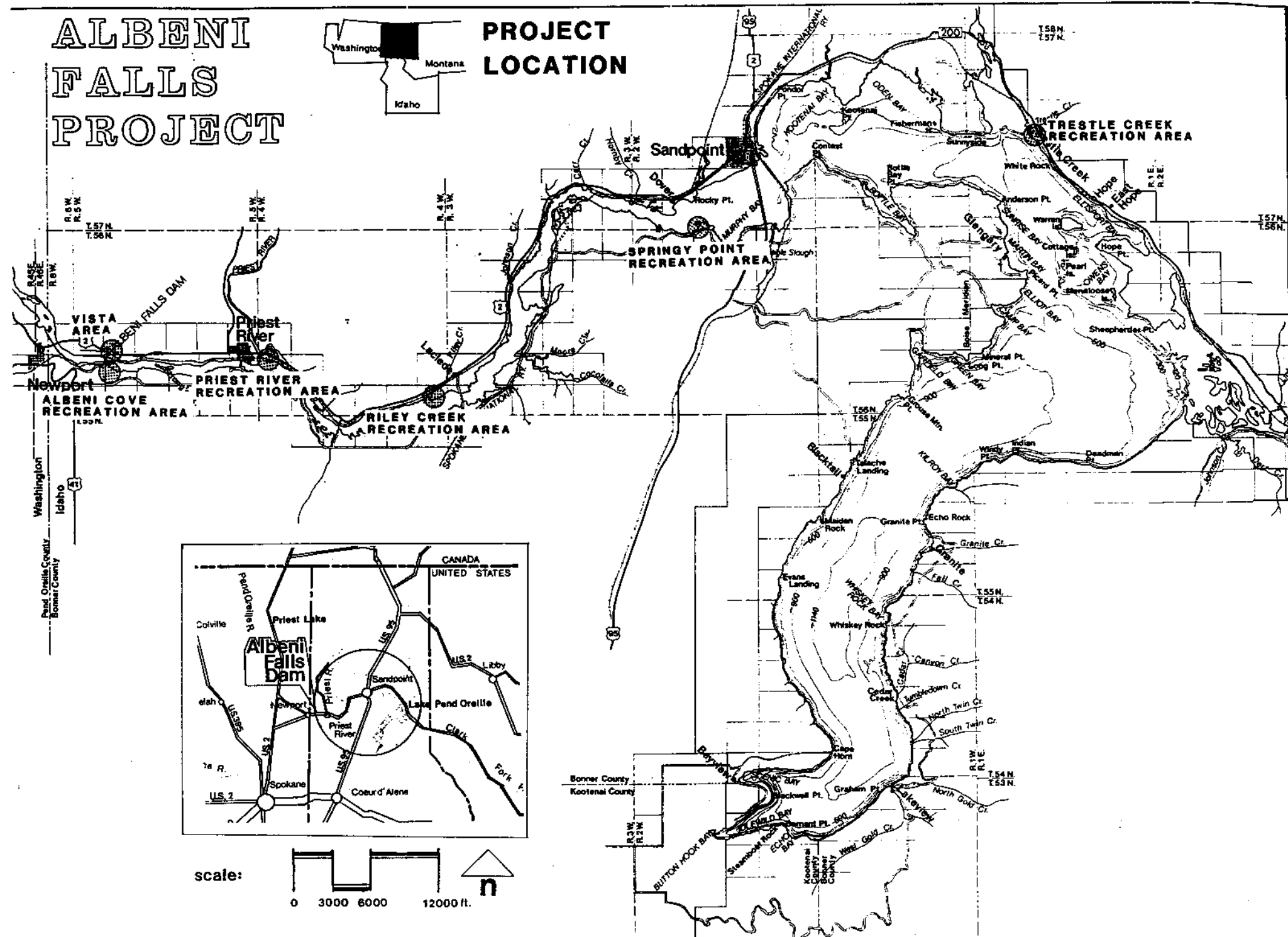
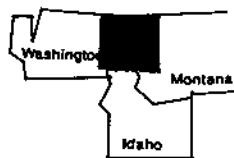
Dump station	EA	1
Boat Ramp	EA	1
Refuse dumpster pads - 5'x7'	EA	10
Propane tank enclosure and pad - 8'x12'	EA	1
Water Fountain/Faucet drain pads - 3'x3'	EA	13
Flag pole and base	EA	1

TRESTLE CREEK RECREATION AREA




Park Area - 2 acres total.

Item	Unit	Quantity
Areas to mow:		
Improved - Schedule B (Once per week)	AC	1.75
Unimproved		0
Spring Cleanup (Includes lawn areas, non-lawn areas, building zones, other.)	AC	1.5
Asphalt road, 20' wide	LF	626
Asphalt parking lots:		
Restroom	SQ FT	800
Boat ramp	SQ FT	17859
Total	SQ FT	18659
Concrete walkway - 4' wide	LF	20
Restroom, 14'x17'6"	EA	1
Beach	EA	1
Boat Ramp	EA	1
Refuse dumpster pads - 5'x7'	EA	1

PROJECT LOCATION



This page intentionally blank

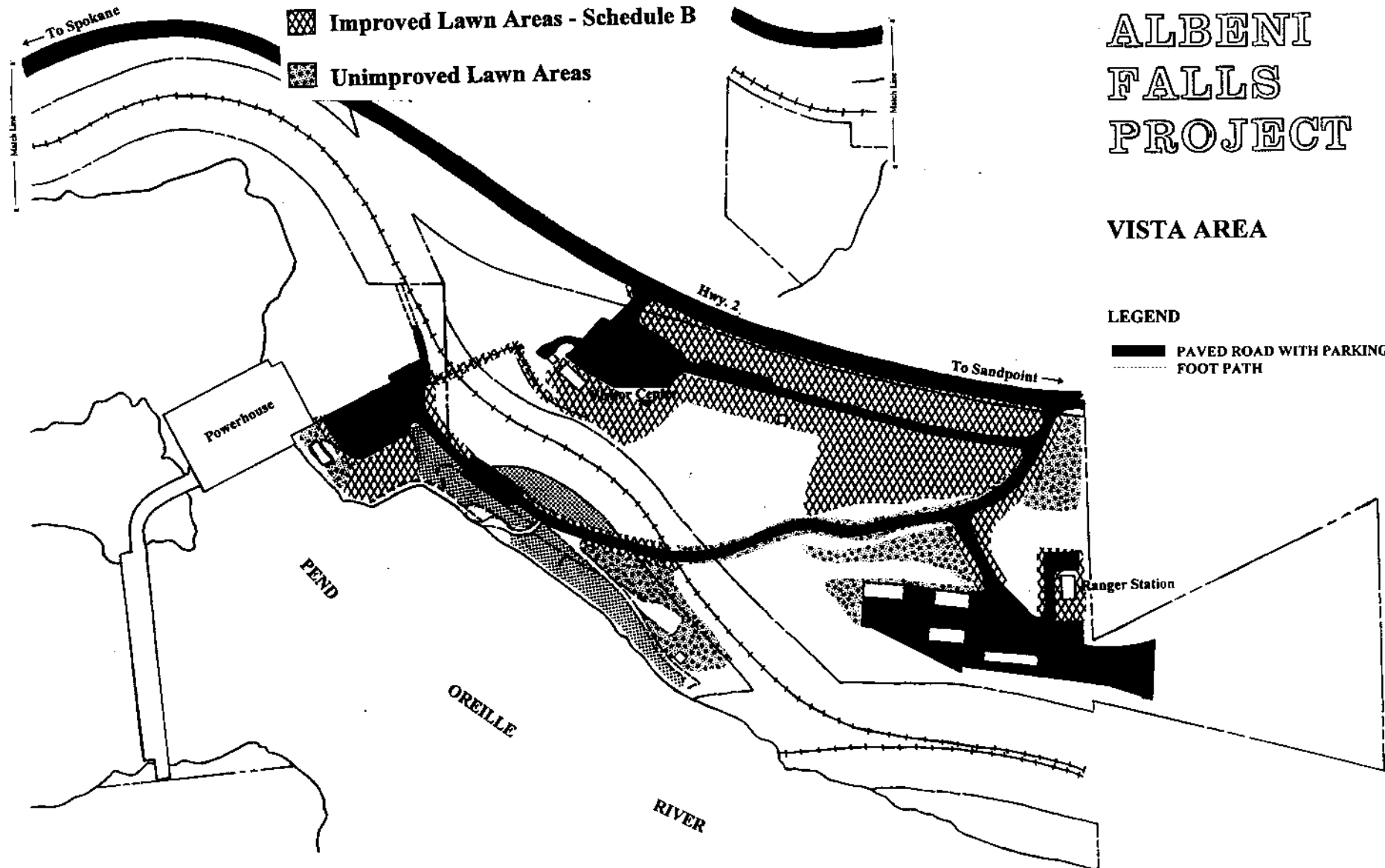
-  Improved Lawn Areas - Schedule A
-  Improved Lawn Areas - Schedule B
-  Unimproved Lawn Areas

ALBENI FALLS PROJECT

VISTA AREA

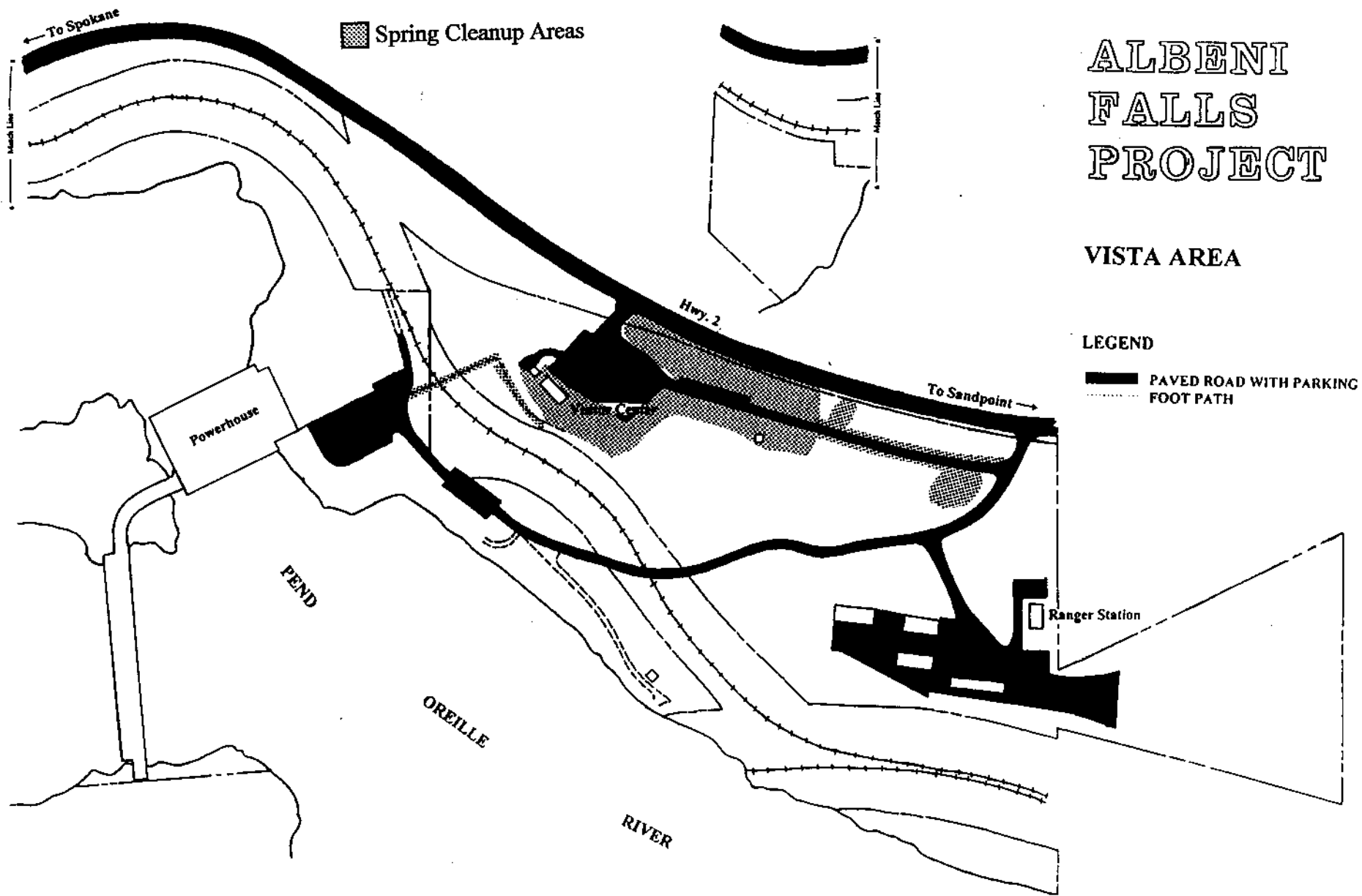
LEGEND

-  PAVED ROAD WITH PARKING
-  FOOT PATH



US Army Corps
of Engineers

This page intentionally blank



This page intentionally blank

ALBENI FALLS PROJECT



US Army Corps
of Engineers




 Improved Lawn Areas - Schedule B

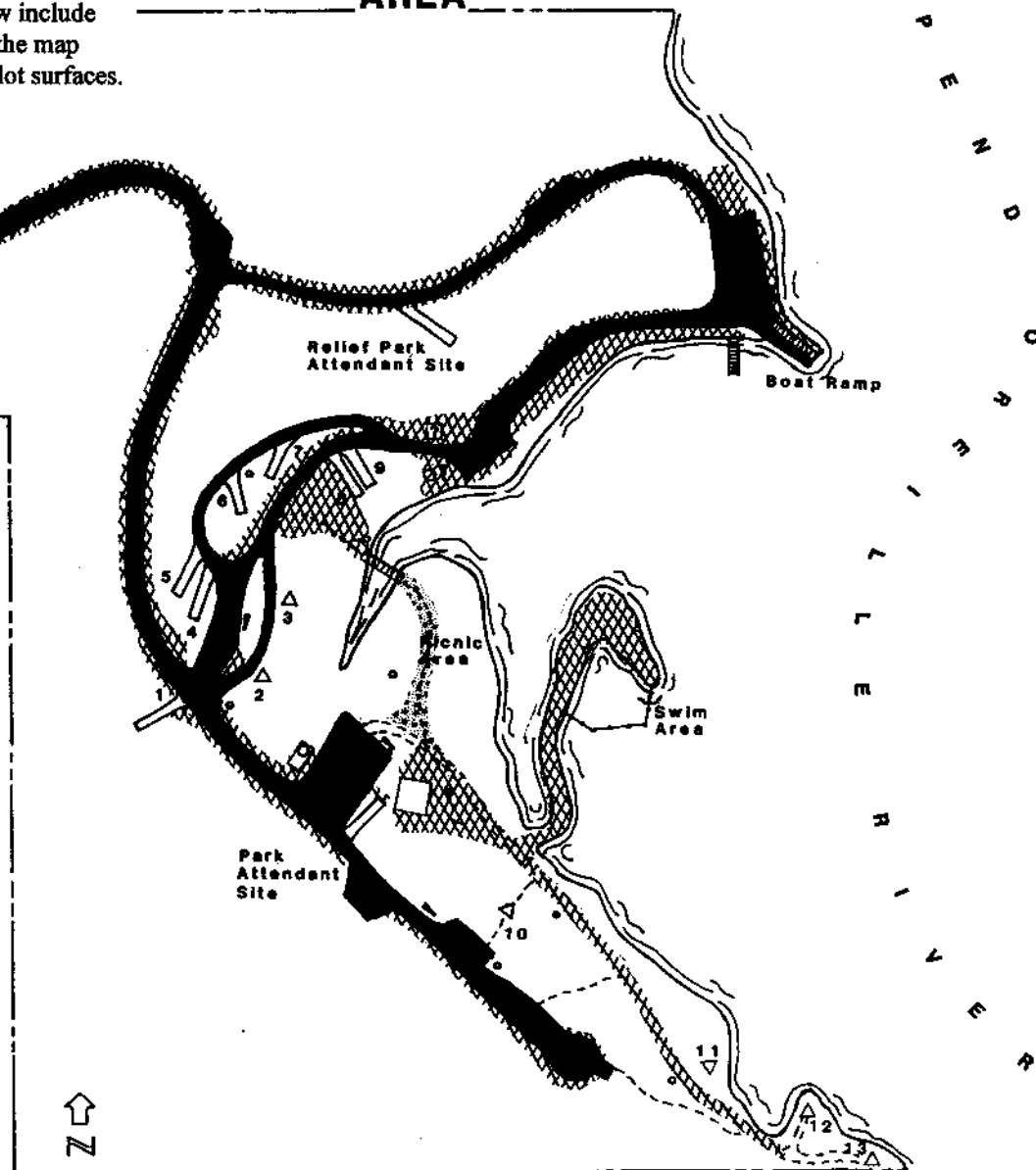
 Unimproved Lawn Areas

Note: Areas to mow include
those identified on the map
and gravel parking lot surfaces.

ALBENI COVE RECREATION AREA

LEGEND

-  PARK OFFICE
-  CAMPSITE
-  RESTROOM
-  PUBLIC TELEPHONE
-  INFORMATION BOARD
-  WATER FAUCET/FOUNTAIN
-  DUMPSTER
-  FOOT PATH



This page intentionally blank

ALBENI FALLS PROJECT

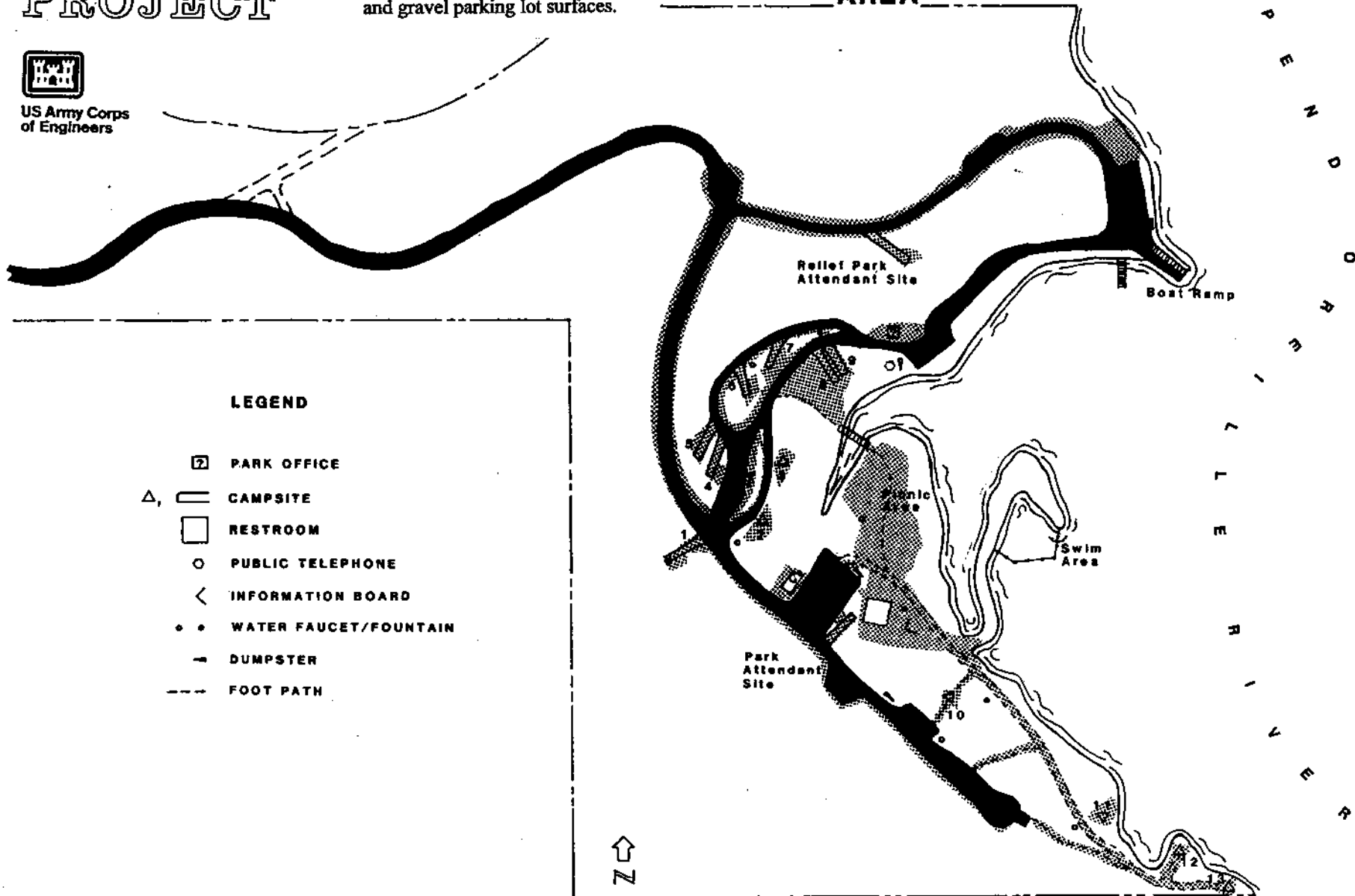


US Army Corps
of Engineers

 Spring Cleanup Areas

Note: Areas to clean include
those identified on the map
and gravel parking lot surfaces.

ALBENI COVE RECREATION AREA



This page intentionally blank

ALBENI FALLS PROJECT



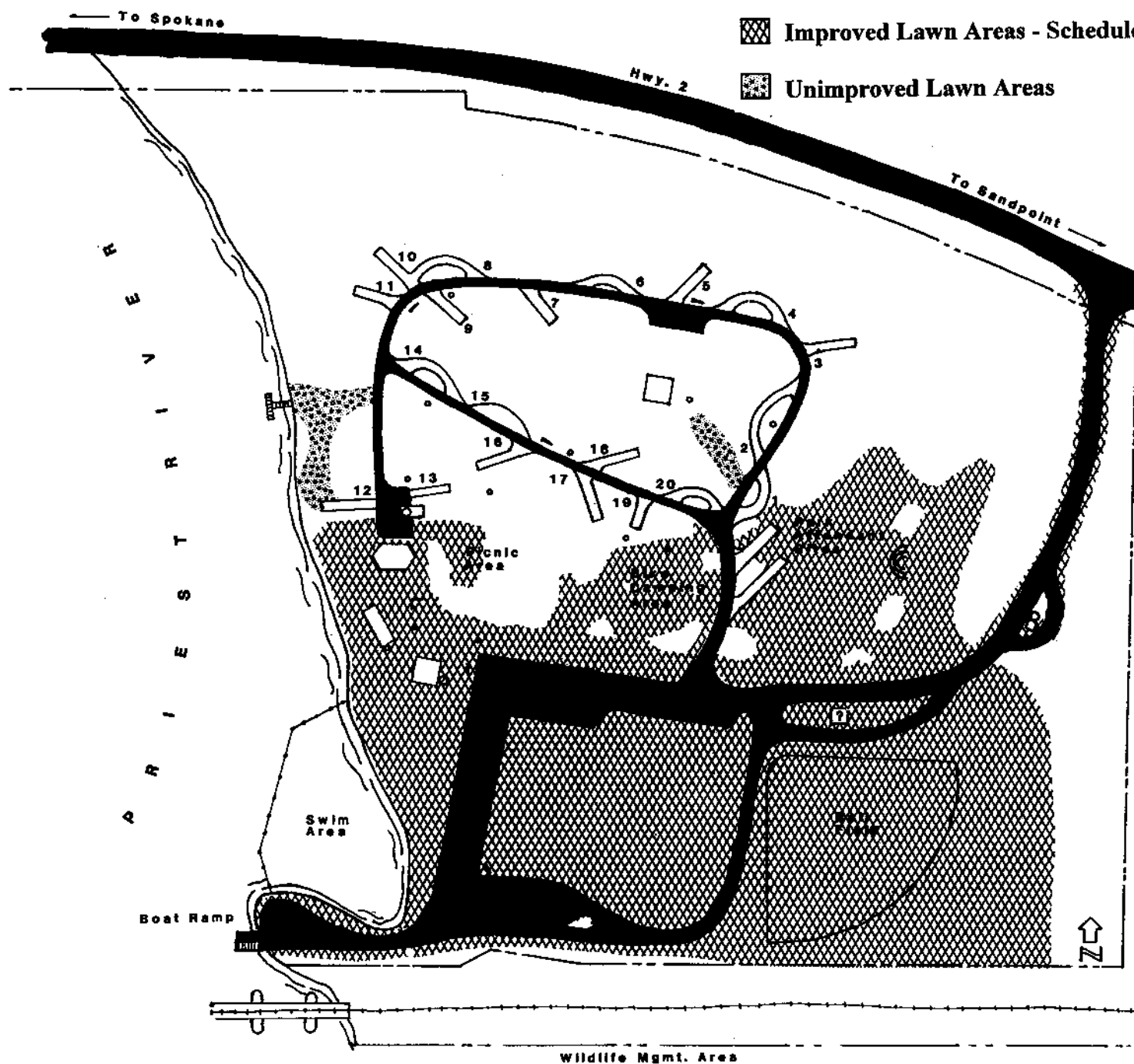
US Army Corps
of Engineers

PRIEST RIVER RECREATION AREA

"THE MUDHOLE"

LEGEND

- PARK OFFICE
- CAMPSITE
- RESTROOM
- PICNIC SHELTER
- PLAYGROUND
- PUBLIC TELEPHONE
- DUMP STATION
- AMPHITHEATER
- INFORMATION BOARD
- WATER FAUCET/FOUNTAIN
- DUMPSTER



Rev. 1994

This page intentionally blank

ALBENI FALLS PROJECT



US Army Corps
of Engineers

PRIEST RIVER RECREATION AREA

'THE MUDHOLE'

LEGEND

- PARK OFFICE
- CAMPSITE
- RESTROOM
- PICNIC SHELTER
- PLAYGROUND
- PUBLIC TELEPHONE
- DUNE STATION
- AMPHITHEATER
- INFORMATION BOARD
- WATER FAUCET/FOUNTAIN
- DUMPSTER



Rev. 1994

This page intentionally blank

ALBENI FALLS PROJECT

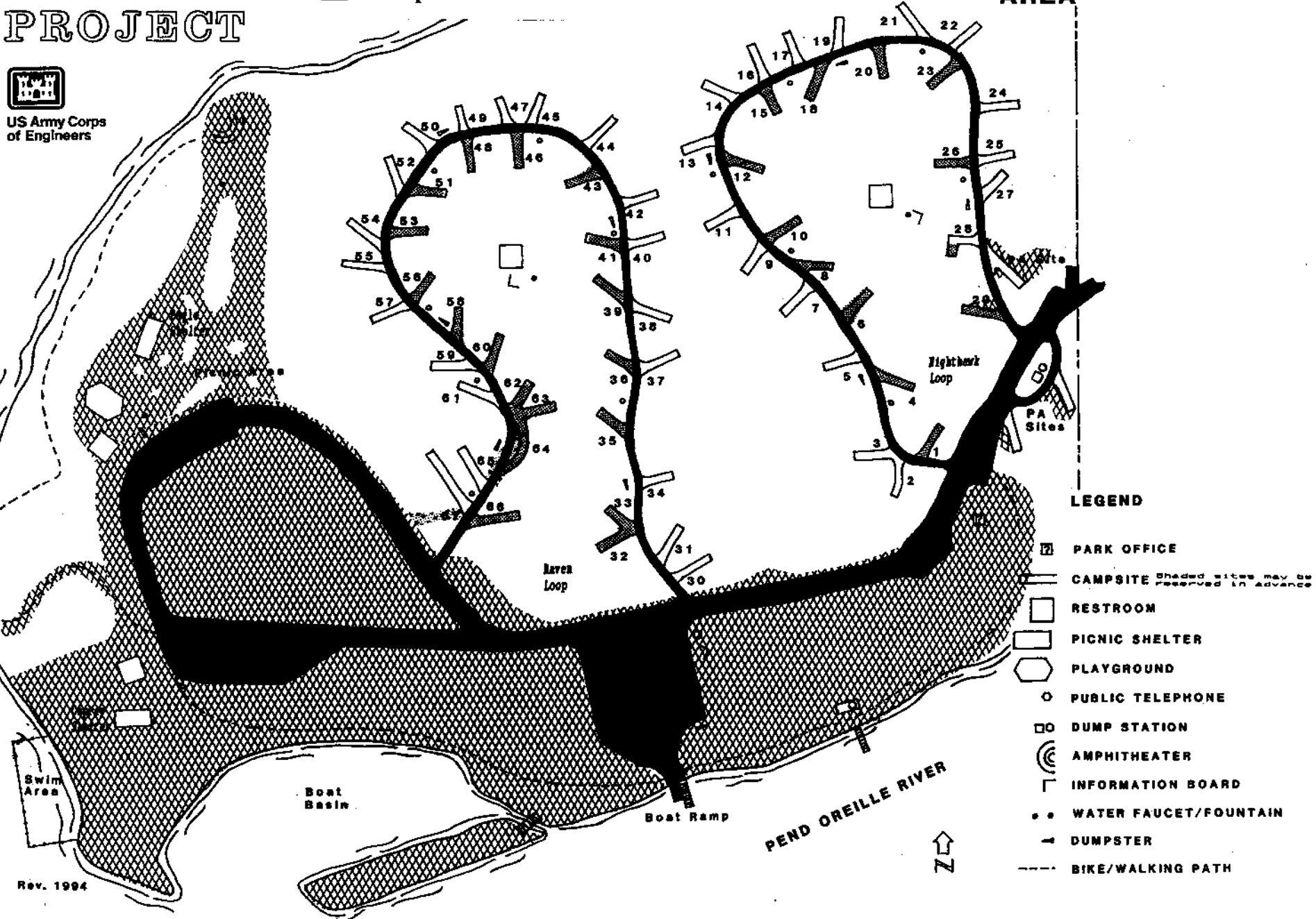


US Army Corps
of Engineers

 Improved Lawn Areas - Schedule B

 Unimproved Lawn Areas

RILEY CREEK RECREATION AREA



This page intentionally blank

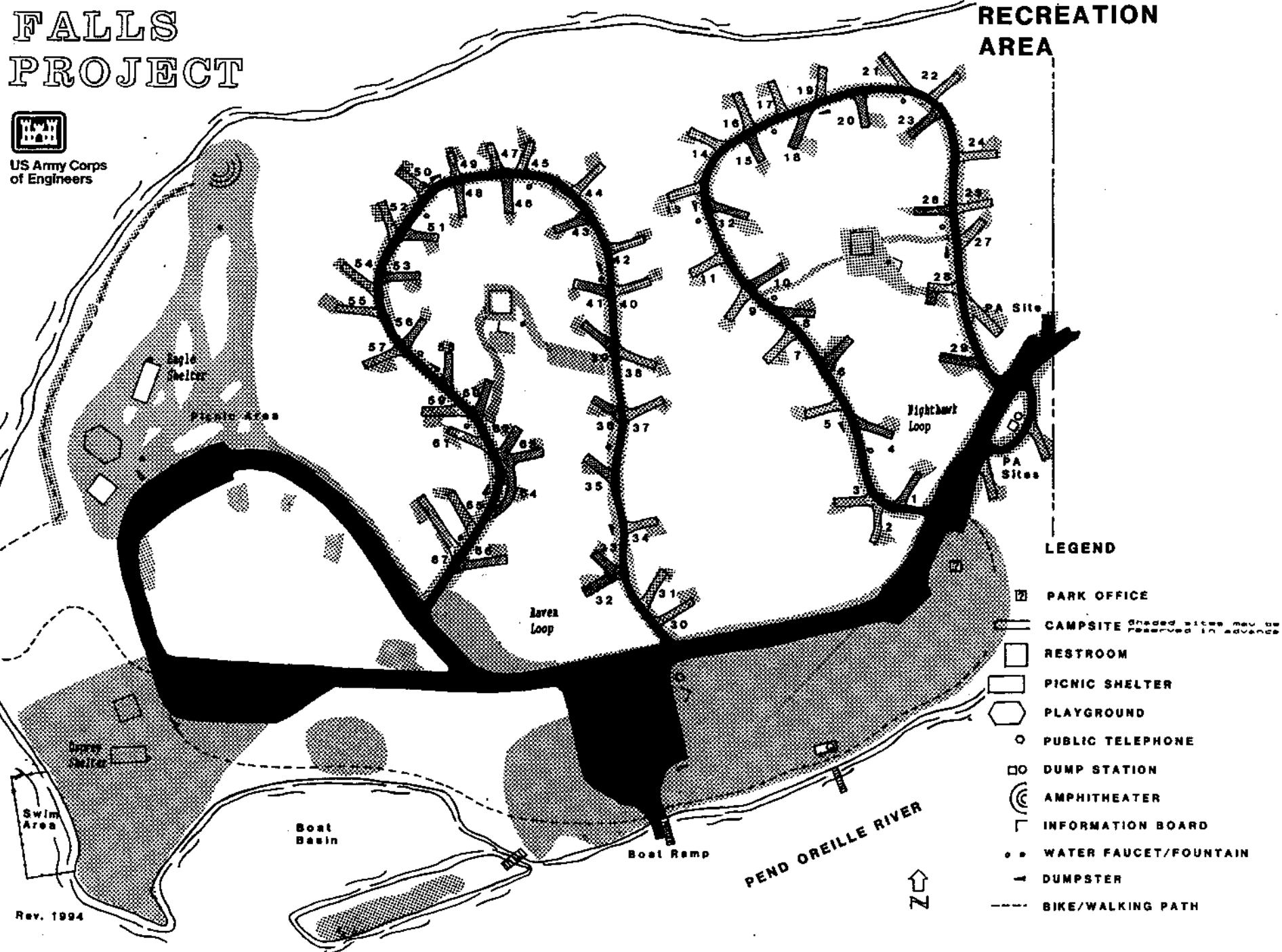
ALBENI FALLS PROJECT



US Army Corps
of Engineers

Spring Cleanup Areas

RILEY CREEK RECREATION AREA



LEGEND

- PARK OFFICE
- CAMPSITE Shaded sites may be reserved in advance
- RESTROOM
- PICNIC SHELTER
- PLAYGROUND
- PUBLIC TELEPHONE
- DUMP STATION
- AMPHITHEATER
- INFORMATION BOARD
- WATER FAUCET/FOUNTAIN
- DUMPSTER
- BIKE/WALKING PATH



This page intentionally blank

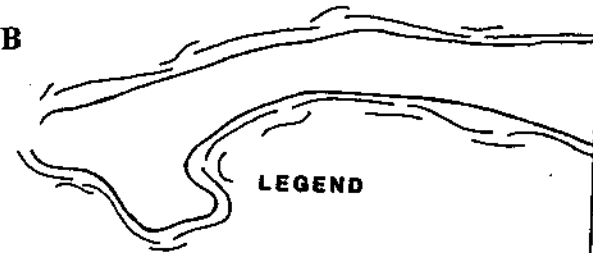
ALBENI FALLS PROJECT











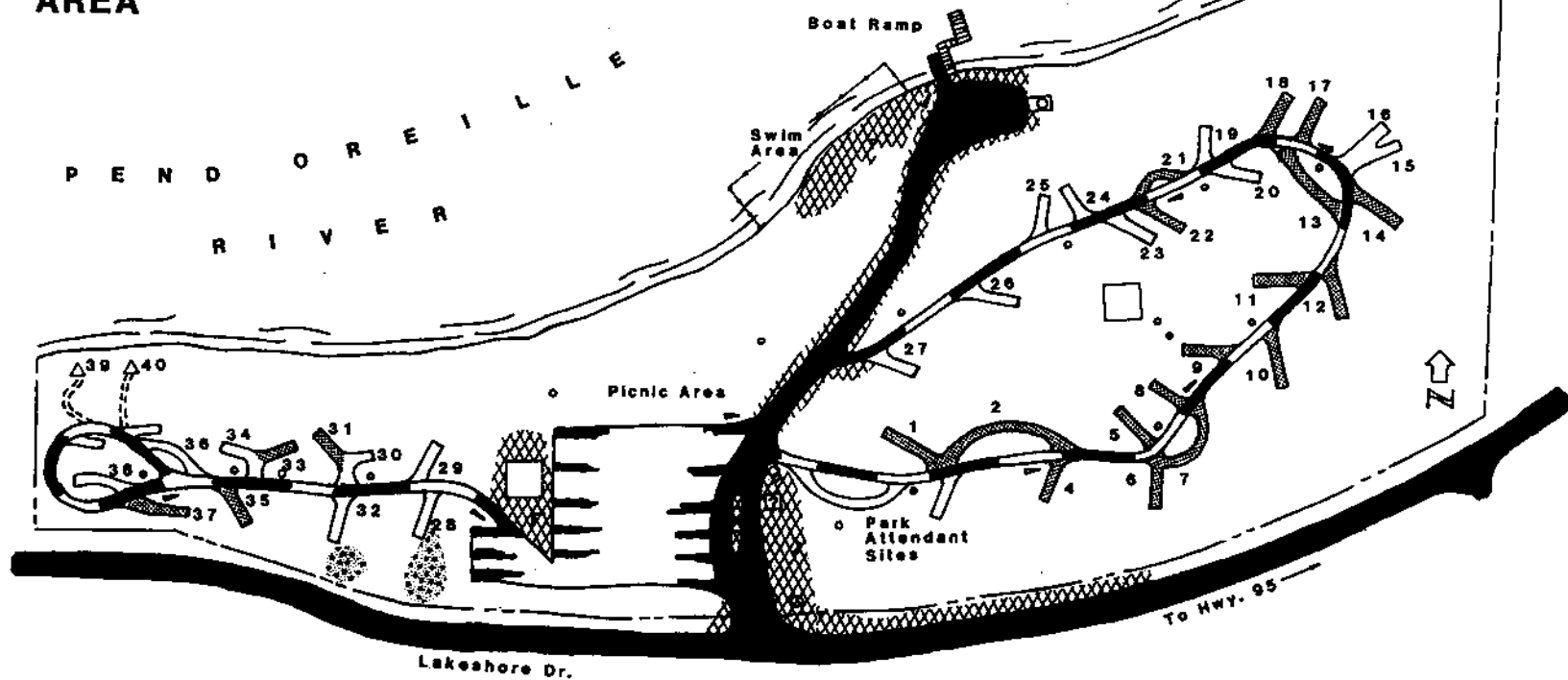
US Army Corps
of Engineers

SPRINGY POINT RECREATION AREA

-  Improved Lawn Areas - Schedule B
-  Unimproved Lawn Areas



-  PARK OFFICE
-  CAMPSITE Shaded sites may be reserved in advance
-  RESTROOM
-  PUBLIC TELEPHONE
-  DUMP STATION
-  INFORMATION BOARD
-  WATER FAUCET/FOUNTAIN
-  DUMPSTER



This page intentionally blank

ALBENI FALLS PROJECT



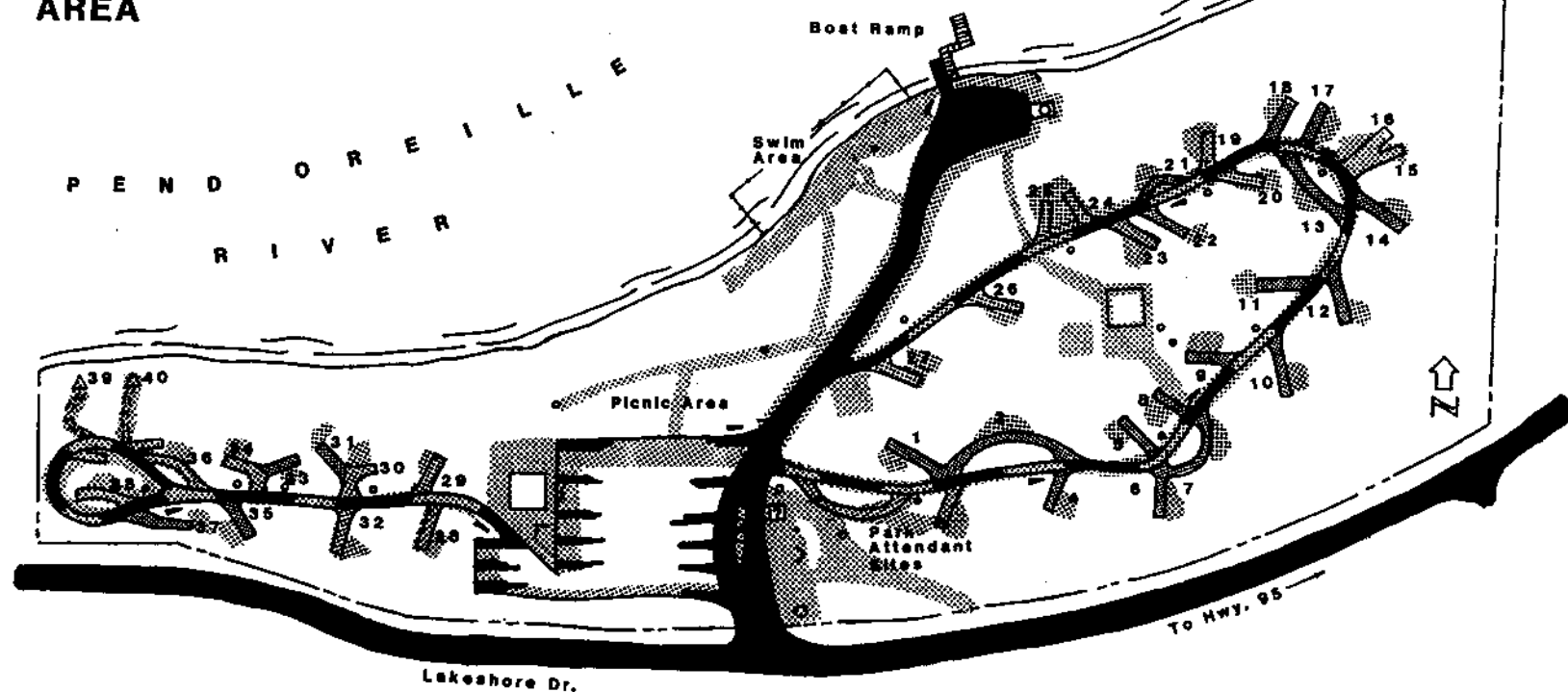
US Army Corps
of Engineers

SPRINGY POINT RECREATION AREA

Spring Cleanup Areas

LEGEND

- PARK OFFICE
- CAMPSITE Shaded sites may be reserved in advance
- RESTROOM
- PUBLIC TELEPHONE
- DUMP STATION
- INFORMATION BOARD
- WATER FAUCET/FOUNTAIN
- DUMPSTER




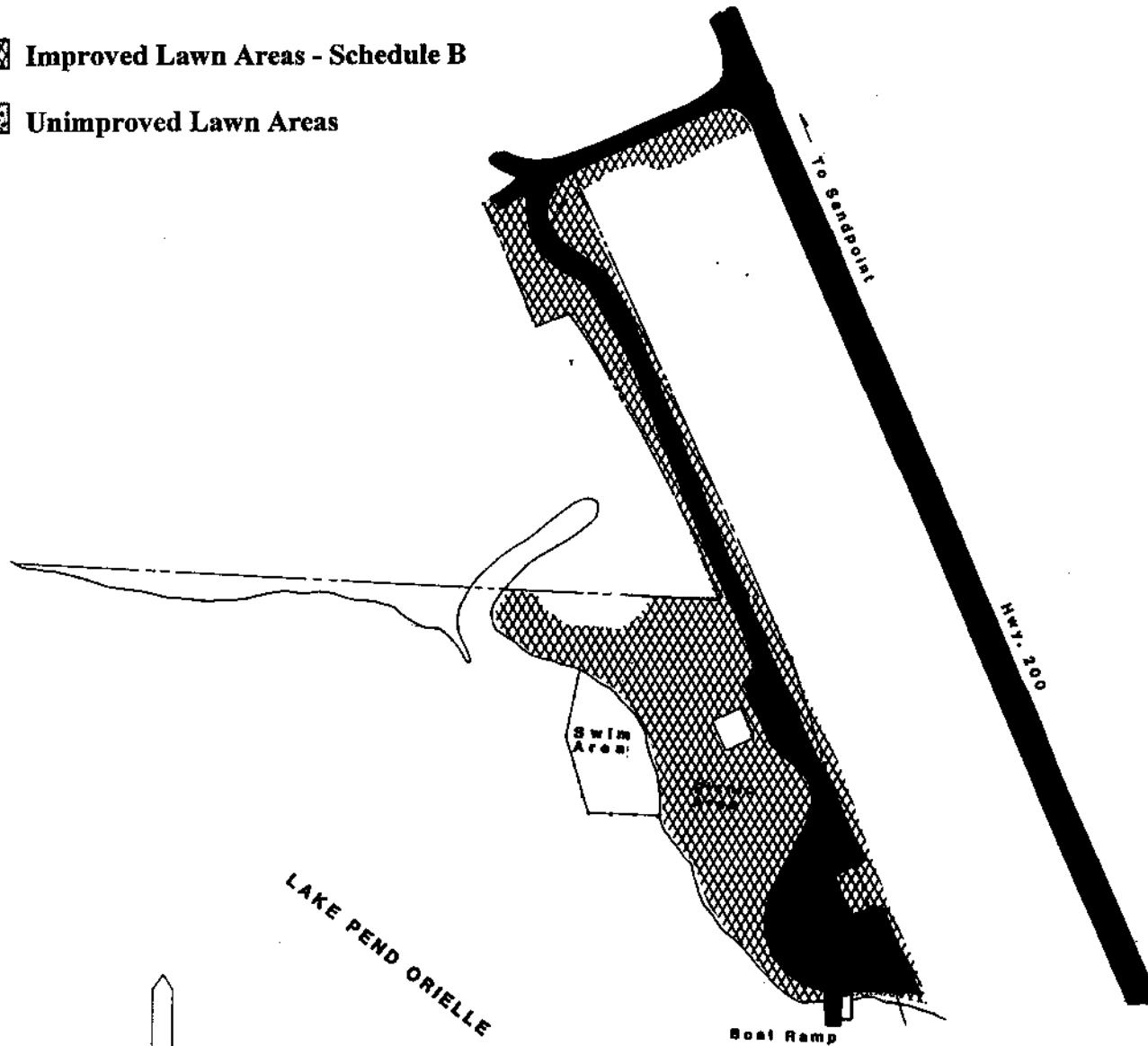
This page intentionally blank

ALBENI FALLS PROJECT

TRESTLE CREEK RECREATION AREA

 Improved Lawn Areas - Schedule B

 Unimproved Lawn Areas



LEGEND



COMFORT STATION

PAVED ROAD W/ PARKING



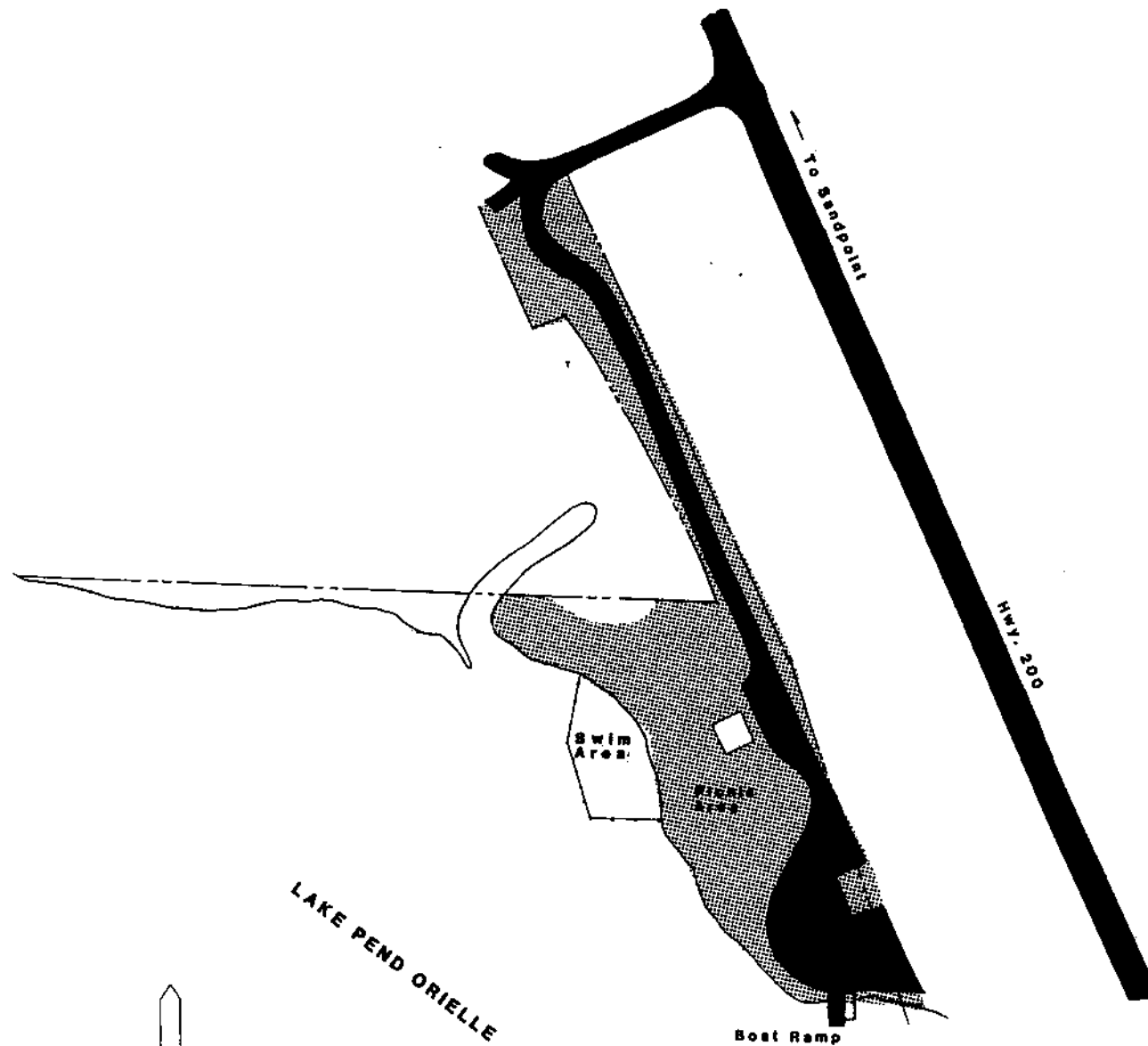
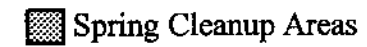
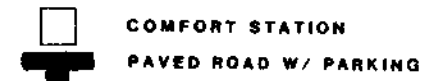
US Army Corps
of Engineers
Seattle District

This page intentionally blank

ALBENI FALLS PROJECT

TRESTLE CREEK RECREATION AREA

LEGEND



US Army Corps
of Engineers
Seattle District

This page intentionally blank

SECTION E Inspection and Acceptance

CLAUSES INCORPORATED BY FULL TEXT

52.246-4 INSPECTION OF SERVICES--FIXED-PRICE (AUG 1996)

- (a) Definitions. "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.
- (b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.
- (c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.
- (d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.
- (e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the contract price to reflect the reduced value of the services performed.
- (f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service or (2) terminate the contract for default.

This page intentionally blank

SECTION F Deliveries or Performance

CLAUSES INCORPORATED BY FULL TEXT

Period of Services

- a. The period of service hereunder shall commence on the date of award and shall end as specified in the Statement of Work.
- b. The Contractor shall insure that all contract work is completed and that submittals are made in accordance with the time allowances and progress schedule set forth in the Statement of Work.
- c. The schedule is subject to adjustment by the Contracting Officer or his duly authorized representative, in writing, for material delays on the part of the Government and for conditions beyond the control of the parties hereto.

52.242-15 STOP-WORK ORDER (AUG 1989)

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either--

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if--

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

52.242-17 GOVERNMENT DELAY OF WORK (APR 1984)

(a) If the performance of all or any part of the work of this contract is delayed or interrupted (1) by an act of the Contracting Officer in the administration of this contract that is not expressly or impliedly authorized by this contract, or (2) by a failure of the Contracting Officer to act within the time specified in this contract, or within a

reasonable time if not specified, an adjustment (excluding profit) shall be made for any increase in the cost of performance of this contract caused by the delay or interruption and the contract shall be modified in writing accordingly. Adjustment shall also be made in the delivery or performance dates and any other contractual term or condition affected by the delay or interruption. However, no adjustment shall be made under this clause for any delay or interruption to the extent that performance would have been delayed or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an adjustment is provided or excluded under any other term or condition of this contract.

(b) A claim under this clause shall not be allowed (1) for any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved, and (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the delay or interruption, but not later than the day of final payment under the contract.

SECTION G Contract Administration Data

SECTION G

CONTRACT ADMINISTRATION

1. CONTRACT ADMINISTRATION DATA:

Seattle District, Corps of Engineers
ATTN: CENWS-CT-CB-CU
PO Box 3755
Seattle, WA 98124-3755

Name: Sharon Gonzalez
Phone: (206)764-3635

Contracting Officer Representative (COR) -

Name: To be incorporated at time of award

Phone:

Alternate –

Name: To be incorporated at time of award
Phone:

2. Invoice Submittal:

Original + 2 copies to USACE Finance Center
ATTN: CEFC-AD-P
5720 Integrity Drive
Millington, TN 38054-5005

One copy to Albeni Falls Dam Project Office
ATTN: Gary Bond
2376 E. Highway 2
Oldtown, ID 83822-9243

3. Accounting and Appropriation Data:

Will be incorporated at time of award

This page intentionally blank

SECTION H Special Contract Requirements

CLAUSES INCORPORATED BY FULL TEXT

NOTICE OF WAGE DETERMINATION

Any contract awarded as a result of this solicitation will be subject to Wage Determination Number 1994-2159 (Revision 16) dated 02/16/2001. A copy of the current wage determination is attached to this solicitation.

Required Insurance

a. The Contractor shall procure and maintain during the entire period of his performance under this contract the following minimum insurance.

(1) Workers' Compensation and Employer's Liability Insurance as legally required by the state wherein the work is being performed. Employer's liability coverage of at least **\$500,000** shall be required, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers. If occupational diseases are not compensable under the Federal or State Workers' compensation and occupational disease statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a contractor's commercial operations that it would not be practical to require this coverage.

(2) General Liability Insurance. Bodily injury liability insurance, in the minimum limits of \$500,000 per occurrence, shall be required on the comprehensive form of policy; however, property damage liability insurance ordinarily shall not be required.

(3) Automobile Liability Insurance. This insurance shall be required on the comprehensive form of policy and shall provide bodily injury liability and property damage liability covering the operation of all automobiles used in connection with the performance of the contract. At least the minimum limits of \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage shall be required.

(b) Prior to the commencement of work hereunder, the Contractor shall furnish to the Contracting Officer a certificate or written statement of the above required insurance. The policies evidencing required insurance shall contain an endorsement to the effect that cancellation or any material change in the policies adversely affecting the interests of the Government in such insurance shall not be effective for such period as may be prescribed by the laws of the state in which this contract is to be performed and in no event less than (30) days after written notice thereof to the Contracting Officer.

252.242-7000 POSTAWARD CONFERENCE (DEC 1991)

The Contractor agrees to attend any postaward conference convened by the contracting activity or contract administration office in accordance with Federal Acquisition Regulation subpart 42.5.

(End of clause)

This page intentionally blank

BRS Document Viewer

WAGE DETERMINATION NO: 94-2159 REV (16) AREA: ID,STATEWIDE

WAGE DETERMINATION NO: 94-2159 REV (16) AREA: ID,STATEWIDE

REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR
FOR OFFICIAL USE ONLY BY FEDERAL AGENCIES PARTICIPATING IN MOU WITH DOL
WASHINGTON D.C. 20210

William W.Gross | Division of | Wage Determination No.: 1994-2159
Director | Wage Determinations | Revision No.: 16
Date Of Last Revision: 02/16/2001

State: IdahoArea: Idaho Statewide

****Fringe Benefits Required Follow the Occupational Listing****

OCCUPATION TITLE	MINIMUM WAGE RATE
Administrative Support and Clerical Occupations	
Accounting Clerk I	7.22
Accounting Clerk II	8.87
Accounting Clerk III	9.98
Accounting Clerk IV	10.89
Court Reporter	15.67
Dispatcher, Motor Vehicle	12.77
Document Preparation Clerk	8.68
Duplicating Machine Operator	8.68
Film/Tape Librarian	8.80
General Clerk I	7.38
General Clerk II	8.30
General Clerk III	9.11
General Clerk IV	10.10
Housing Referral Assistant	11.28
Key Entry Operator I	8.43
Key Entry Operator II	9.24
Messenger (Courier)	8.21
Order Clerk I	9.03
Order Clerk II	9.91
Personnel Assistant (Employment) I	7.91
Personnel Assistant (Employment) II	8.77
Personnel Assistant (Employment) III	9.77
Personnel Assistant (Employment) IV	10.85
Production Control Clerk	12.68
Rental Clerk	10.03
Scheduler, Maintenance	10.03
Secretary I	10.03
Secretary II	10.56
Secretary III	11.28
Secretary IV	12.52
Secretary V	13.81
Service Order Dispatcher	11.79
Stenographer I	13.59
Stenographer II	15.11
Supply Technician	12.52
Survey Worker (Interviewer)	8.51
Switchboard Operator-Receptionist	8.80
Test Examiner	10.56
Test Proctor	10.56
Travel Clerk I	8.63
Travel Clerk II	9.06
Travel Clerk III	9.83
Word Processor I	9.41
Word Processor II	9.71
Word Processor III	10.31
Automatic Data Processing Occupations	
Computer Data Librarian	8.80
Computer Operator I	8.60
Computer Operator II	11.63
Computer Operator III	13.59

Computer Operator IV	16.60
Computer Operator V	16.75
Computer Programmer I (1)	12.87
Computer Programmer II (1)	18.39
Computer Programmer III (1)	19.40
Computer Programmer IV (1)	22.20
Computer Systems Analyst I (1)	16.78
Computer Systems Analyst II (1)	19.58
Computer Systems Analyst III (1)	23.37
Peripheral Equipment Operator	10.48
Automotive Service Occupations	
Automotive Body Repairer, Fiberglass	14.82
Automotive Glass Installer	12.83
Automotive Worker	11.54
Electrician, Automotive	12.97
Mobile Equipment Servicer	10.37
Motor Equipment Metal Mechanic	12.97
Motor Equipment Metal Worker	11.54
Motor Vehicle Mechanic	12.97
Motor Vehicle Mechanic Helper	9.85
Motor Vehicle Upholstery Worker	10.90
Motor Vehicle Wrecker	11.54
Painter, Automotive	12.32
Radiator Repair Specialist	12.52
Tire Repairer	10.02
Transmission Repair Specialist	12.97
Food Preparation and Service Occupations	
Baker	10.33
Cook I	7.70
Cook II	8.94
Dishwasher	7.20
Food Service Worker	6.57
Meat Cutter	12.63
Waiter/Waitress	7.64
Furniture Maintenance and Repair Occupations	
Electrostatic Spray Painter	12.32
Furniture Handler	10.87
Furniture Refinisher	12.32
Furniture Refinisher Helper	10.87
Furniture Repairer, Minor	10.90
Upholsterer	12.32
General Services and Support Occupations	
Cleaner, Vehicles	7.20
Elevator Operator	7.69
Gardener	9.84
House Keeping Aid I	7.24
House Keeping Aid II	7.64
Janitor	7.69
Laborer, Grounds Maintenance	8.33
Maid or Houseman	6.42
Pest Controller	9.39
Refuse Collector	10.16
Tractor Operator	10.95
Window Cleaner	8.11
Health Occupations	
Dental Assistant	10.93
Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	11.87
Licensed Practical Nurse I	10.02
Licensed Practical Nurse II	11.23
Licensed Practical Nurse III	12.57
Medical Assistant	9.77
Medical Laboratory Technician	13.06
Medical Record Clerk	11.24
Medical Record Technician	13.54
Nursing Assistant I	7.63
Nursing Assistant II	8.58
Nursing Assistant III	9.36
Nursing Assistant IV	10.50
Pharmacy Technician	12.19
Phlebotomist	11.24
Registered Nurse I	16.57

Registered Nurse II	18.89
Registered Nurse II, Specialist	18.89
Registered Nurse III	22.50
Registered Nurse III, Anesthetist	40.43
Registered Nurse IV	25.20
Information and Arts Occupations	
Audiovisual Librarian	14.70
Exhibits Specialist I	11.27
Exhibits Specialist II	14.41
Exhibits Specialist III	16.15
Illustrator I	10.01
Illustrator II	12.80
Illustrator III	14.34
Librarian	16.23
Library Technician	8.80
Photographer I	9.75
Photographer II	12.46
Photographer III	13.97
Photographer IV	17.18
Photographer V	21.12
Laundry, Dry Cleaning, Pressing and Related Occupations	
Assembler	6.50
Counter Attendant	6.47
Dry Cleaner	7.69
Finisher, Flatwork, Machine	6.47
Presser, Hand	6.47
Presser, Machine, Drycleaning	6.47
Presser, Machine, Shirts	6.47
Presser, Machine, Wearing Apparel, Laundry	6.47
Sewing Machine Operator	8.18
Tailor	8.68
Washer, Machine	6.78
Machine Tool Operation and Repair Occupations	
Machine-Tool Operator (Toolroom)	12.32
Tool and Die Maker	18.45
Material Handling and Packing Occupations	
Forklift Operator	10.75
Fuel Distribution System Operator	10.59
Material Coordinator	12.68
Material Expediter	12.68
Material Handling Laborer	9.67
Order Filler	10.95
Production Line Worker (Food Processing)	10.35
Shipping Packer	10.20
Shipping/Receiving Clerk	10.86
Stock Clerk (Shelf Stocker; Store Worker II)	11.54
Store Worker I	9.04
Tools and Parts Attendant	10.39
Warehouse Specialist	10.39
Mechanics and Maintenance and Repair Occupations	
Aircraft Mechanic	17.00
Aircraft Mechanic Helper	11.00
Aircraft Quality Control Inspector	18.31
Aircraft Servicer	14.00
Aircraft Worker	14.82
Appliance Mechanic	12.32
Bicycle Repairer	9.30
Cable Splicer	14.91
Carpenter, Maintenance	13.75
Carpet Layer	13.27
Electrician, Maintenance	17.15
Electronics Technician, Maintenance I	13.85
Electronics Technician, Maintenance II	20.00
Electronics Technician, Maintenance III	23.69
Fabric Worker	11.62
Fire Alarm System Mechanic	12.97
Fire Extinguisher Repairer	10.97
Fuel Distribution System Mechanic	12.97
General Maintenance Worker	11.54
Heating, Refrigeration and Air Conditioning Mechanic	14.59
Heavy Equipment Mechanic	15.48

Heavy Equipment Operator	14.56
Instrument Mechanic	17.86
Laborer	9.69
Locksmith	13.14
Machinery Maintenance Mechanic	14.04
Machinist, Maintenance	14.87
Maintenance Trades Helper	9.85
Millwright	15.80
Office Appliance Repairer	13.51
Painter, Aircraft	12.32
Painter, Maintenance	12.32
Pipefitter, Maintenance	17.54
Plumber, Maintenance	16.67
Pneudraulic Systems Mechanic	12.97
Rigger	13.88
Scale Mechanic	11.54
Sheet-Metal Worker, Maintenance	13.13
Small Engine Mechanic	11.54
Telecommunication Mechanic I	14.91
Telecommunication Mechanic II	17.03
Telephone Lineman	14.91
Welder, Combination, Maintenance	12.97
Well Driller	14.92
Woodcraft Worker	13.88
Woodworker	10.48
Miscellaneous Occupations	
Animal Caretaker	7.44
Carnival Equipment Operator	8.50
Carnival Equipment Repairer	10.27
Carnival Worker	7.20
Cashier	7.14
Desk Clerk	6.94
Embalmer	16.83
Lifeguard	9.02
Mortician	19.35
Park Attendant (Aide)	11.32
Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	8.69
Recreation Specialist	11.95
Recycling Worker	10.31
Sales Clerk	7.80
School Crossing Guard (Crosswalk Attendant)	8.28
Sport Official	9.02
Survey Party Chief (Chief of Party)	14.81
Surveying Aide	10.04
Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	13.46
Swimming Pool Operator	10.01
Vending Machine Attendant	9.77
Vending Machine Repairer	11.51
Vending Machine Repairer Helper	8.50
Personal Needs Occupations	
Child Care Attendant	6.52
Child Care Center Clerk	10.70
Chore Aid	7.39
Homemaker	7.25
Plant and System Operation Occupations	
Boiler Tender	13.83
Sewage Plant Operator	12.97
Stationary Engineer	14.91
Ventilation Equipment Tender	10.47
Water Treatment Plant Operator	12.97
Protective Service Occupations	
Alarm Monitor	10.24
Corrections Officer	18.00
Court Security Officer	19.14
Detention Officer	18.00
Firefighter	18.02
Guard I	8.92
Guard II	12.43
Police Officer	21.40
Stevedoring/Longshoremen Occupations	
Blocker and Bracer	11.50

Hatch Tender	13.09
Line Handler	11.22
Stevedore I	11.18
Stevedore II	12.23
Technical Occupations	
Air Traffic Control Specialist, Center (2)	27.00
Air Traffic Control Specialist, Station (2)	18.62
Air Traffic Control Specialist, Terminal (2)	20.50
Archeological Technician I	12.23
Archeological Technician II	13.67
Archeological Technician III	16.95
Cartographic Technician	13.46
Civil Engineering Technician	15.73
Computer Based Training (CBT) Specialist/ Instructor	15.68
Drafter I	12.98
Drafter II	14.13
Drafter III	18.04
Drafter IV	20.17
Engineering Technician I	10.72
Engineering Technician II	11.68
Engineering Technician III	14.91
Engineering Technician IV	16.72
Engineering Technician V	19.62
Engineering Technician VI	20.69
Environmental Technician	15.91
Flight Simulator/Instructor (Pilot)	17.31
Graphic Artist	15.45
Instructor	15.68
Laboratory Technician	13.06
Mathematical Technician	16.72
Paralegal/Legal Assistant I	11.54
Paralegal/Legal Assistant II	13.52
Paralegal/Legal Assistant III	15.69
Paralegal/Legal Assistant IV	20.00
Photooptics Technician	19.22
Technical Writer	19.46
Unexploded (UXO) Safety Escort	17.16
Unexploded (UXO) Sweep Personnel	17.16
Unexploded Ordnance (UXO) Technician I	17.16
Unexploded Ordnance (UXO) Technician II	20.76
Unexploded Ordnance (UXO) Technician III	24.88
Weather Observer, Combined Upper Air and Surface Programs (3)	14.74
Weather Observer, Senior (3)	18.01
Weather Observer, Upper Air (3)	14.74
Transportation/ Mobile Equipment Operation Occupations	
Bus Driver	10.60
Parking and Lot Attendant	7.01
Shuttle Bus Driver	9.28
Taxi Driver	8.49
Truckdriver, Heavy Truck	13.43
Truckdriver, Light Truck	9.28
Truckdriver, Medium Truck	10.16
Truckdriver, Tractor-Trailer	13.43

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$1.92 an hour or \$76.80 a week or \$332.80 a month.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span

of continuous service with the present contractor or successor, wherever employed, and with

the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus

Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for

any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as

numbered):

1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)

2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard including working with or in close proximity to explosives and incendiary materials involved in research, testing, manufacturing, inspection, renovation, maintenance, and disposal. Such as: Screening, blending, dying, mixing, and pressing of sensitive explosives pyrotechnic compositions such

as lead azide, black powder and photoflash power. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive explosives and incendiary materials. All operations involving regarding and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents

a low degree of hazard. Including working with or in close proximity to explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation and, possibly adjacent employees, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used.

All operations involving, unloading, storage, and hauling of explosive and incendiary ordnance material other than small arms ammunition. (Distribution of raw nitroglycerine is covered under high degree hazard.)

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of

"wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the

Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**** NOTES APPLYING TO THIS WAGE DETERMINATION ****

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be

obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate

level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section

4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

1) When preparing the bid, the contractor identifies the need for a conformed occupation(s)

and computes a proposed rate(s).

2) After contract award, the contractor prepares a written report listing in order proposed

classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the

employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the

position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of

Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves

the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination.

Remember,

it is not the job title, but the required tasks that determine whether a class is included

in an established wage determination. Conformances may not be used to artificially split,

combine, or subdivide classifications listed in the wage determination.

&&&&&&&&

This page intentionally blank

SECTION I Contract Clauses

CLAUSES INCORPORATED BY FULL TEXT

Successor Contracting Officers (52.201-4001)

The Contracting Officer who signed this contract is the primary Contracting Officer for the contract. Nevertheless, any Contracting Officer assigned to the Seattle District and acting within his/her authority may take formal action on this contract when a contract action needs to be taken and the primary Contracting Officer is unavailable.

52.202-1 DEFINITIONS. (OCT 1995)

(a) "Head of the agency" (also called "agency head") or "Secretary" means the Secretary (or Attorney General, Administrator, Governor, Chairperson, or other chief official, as appropriate) of the agency, including any deputy or assistant chief official of the agency, and the term "authorized representative" means any person, persons, or board (other than the Contracting Officer) authorized to act for the head of the agency or Secretary.

(b) Commercial component means any component that is a commercial item.

(c) Commercial item means--

(1) Any item, other than real property, that is of a type customarily used for nongovernmental purposes and that--

(i) Has been sold, leased, or licensed to the general public; or

(ii) Has been offered for sale, lease, or license to the general public;

(2) Any item that evolved from an item described in paragraph (c)(1) of this clause through advances in technology or performance and that is not yet available in the commercial marketplace, but will be available in the commercial marketplace in time to satisfy the delivery requirements under a Government solicitation;

(3) Any item that would satisfy a criterion expressed in paragraphs (c)(1) or (c)(2) of this clause, but for--

(i) Modifications of a type customarily available in the commercial marketplace; or

(ii) Minor modifications of a type not customarily available in the commercial marketplace made to meet Federal Government requirements. "Minor" modifications means modifications that do not significantly alter the nongovernmental function or essential physical characteristics of an item or component, or change the purpose of a process. Factors to be considered in determining whether a modification is minor include the value and size of the modification and the comparative value and size of the final product. Dollar values and percentages may be used as guideposts, but are not conclusive evidence that a modification is minor;

(4) Any combination of items meeting the requirements of paragraphs (c)(1), (2), (3), or (5) of this clause that are of a type customarily combined and sold in combination to the general public;

(5) Installation services, maintenance services, repair services, training services, and other services if such services are procured for support of an item referred to in paragraphs (c)(1), (2), (3), or (4) of this clause, and if the source of such services--

(i) Offers such services to the general public and the Federal Government contemporaneously and under similar terms and conditions; and

(ii) Offers to use the same work force for providing the Federal Government with such services as the source uses for providing such services to the general public;

(6) Services of a type offered and sold competitively in substantial quantities in the commercial marketplace based on established catalog or market prices for specific tasks performed under standard commercial terms and conditions. This does not include services that are sold based on hourly rates without an established catalog or market price for a specific service performed;

(7) Any item, combination of items, or service referred to in subparagraphs (c)(1) through (c)(6), notwithstanding the fact that the item, combination of items, or service is transferred between or among separate divisions, subsidiaries, or affiliates of a Contractor; or

(8) A nondevelopmental item, if the procuring agency determines the item was developed exclusively at private expense and sold in substantial quantities, on a competitive basis, to multiple State and local Governments.

(d) Component means any item supplied to the Federal Government as part of an end item or of another component.

(e) Nondevelopmental item means--

(1) Any previously developed item of supply used exclusively for governmental purposes by a Federal agency, a State or local government, or a foreign government with which the United States has a mutual defense cooperation agreement;

(2) Any item described in paragraph (e)(1) of this definition that requires only minor modification or modifications of a type customarily available in the commercial marketplace in order to meet the requirements of the procuring department or agency; or

(3) Any item of supply being produced that does not meet the requirements of paragraph (e)(1) or (e)(2) solely because the item is not yet in use.

(f) "Contracting Officer" means a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the Contracting Officer acting within the limits of their authority as delegated by the Contracting Officer.

(g) Except as otherwise provided in this contract, the term "subcontracts" includes, but is not limited to, purchase orders and changes and modifications to purchase orders under this contract.

52.203-3 GRATUITIES (APR 1984)

(a) The right of the Contractor to proceed may be terminated by written notice if, after notice and hearing, the agency head or a designee determines that the Contractor, its agent, or another representative--

(1) Offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official, or employee of the Government; and

(2) Intended, by the gratuity, to obtain a contract or favorable treatment under a contract.

(b) The facts supporting this determination may be reviewed by any court having lawful jurisdiction.

(c) If this contract is terminated under paragraph (a) of this clause, the Government is entitled--

(1) To pursue the same remedies as in a breach of the contract; and

(2) In addition to any other damages provided by law, to exemplary damages of not less than 3 nor more than 10 times the cost incurred by the Contractor in giving gratuities to the person concerned, as determined by the agency head or a designee. (This subparagraph (c)(2) is applicable only if this contract uses money appropriated to the Department of Defense.)

(d) The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

(End of clause)

52.203-5 COVENANT AGAINST CONTINGENT FEES (APR 1984)

(a) The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of the contingent fee.

(b) "Bona fide agency," as used in this clause, means an established commercial or selling agency, maintained by a contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

"Bona fide employee," as used in this clause, means a person, employed by a contractor and subject to the contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.

"Contingent fee," as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

"Improper influence," as used in this clause, means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

(End of clause)

52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUL 1995)

(a) Except as provided in (b) of this clause, the Contractor shall not enter into any agreement with an actual or prospective subcontractor, nor otherwise act in any manner, which has or may have the effect of restricting sales by such subcontractors directly to the Government of any item or process (including computer software) made or furnished by the subcontractor under this contract or under any follow-on production contract.

(b) The prohibition in (a) of this clause does not preclude the Contractor from asserting rights that are otherwise authorized by law or regulation.

(c) The Contractor agrees to incorporate the substance of this clause, including this paragraph (c), in all subcontracts under this contract which exceed \$100,000.

52.203-7 ANTI-KICKBACK PROCEDURES. (JUL 1995)

(a) Definitions.

"Kickback," as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract.

"Person," as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

"Prime contract," as used in this clause, means a contract or contractual action entered into by the United States for the purpose of obtaining supplies, materials, equipment, or services of any kind.

"Prime Contractor," as used in this clause, means a person who has entered into a prime contract with the United States.

"Prime Contractor employee," as used in this clause, means any officer, partner, employee, or agent of a prime Contractor.

"Subcontract," as used in this clause, means a contract or contractual action entered into by a prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

"Subcontractor," as used in this clause, (1) means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and (2) includes any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier subcontractor.

"Subcontractor employee," as used in this clause, means any officer, partner, employee, or agent of a subcontractor.

(b) The Anti-Kickback Act of 1986 (41 U.S.C. 51-58) (the Act), prohibits any person from -

(1) Providing or attempting to provide or offering to provide any kickback;

(2) Soliciting, accepting, or attempting to accept any kickback; or

(3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

(c)(1) The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this clause in its own operations and direct business relationships.

(2) When the Contractor has reasonable grounds to believe that a violation described in paragraph (b) of this clause may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the inspector general of the contracting agency, the head of the contracting agency if the agency does not have an inspector general, or the Department of Justice.

(3) The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in paragraph (b) of this clause.

(4) The Contracting Officer may (i) offset the amount of the kickback against any monies owed by the United States under the prime contract and/or (ii) direct that the Prime Contractor withhold, from sums owed a subcontractor under the prime contract, the amount of any kickback. The Contracting Officer may order the monies withheld under subdivision (c)(4)(ii) of this clause be paid over to the Government unless the Government has already offset those monies under subdivision (c)(4)(i) of this clause. In either case, the Prime Contractor shall notify the

Contracting Officer when the monies are withheld.

(5) The Contractor agrees to incorporate the substance of this clause, including this subparagraph (c)(5) but excepting subparagraph (c)(1), in all subcontracts under this contract which exceed \$100,000.

52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)

(a) If the Government receives information that a contractor or a person has engaged in conduct constituting a violation of subsection (a), (b), (c), or (d) of Section 27 of the Office of Federal Procurement Policy Act (41 U.S.C. 423) (the Act), as amended by section 4304 of the 1996 National Defense Authorization Act for Fiscal Year 1996 (Pub. L. 104-106), the Government may--

(1) Cancel the solicitation, if the contract has not yet been awarded or issued; or

(2) Rescind the contract with respect to which--

(i) The Contractor or someone acting for the Contractor has been convicted for an offense where the conduct constitutes a violation of subsection 27 (a) or (b) of the Act for the purpose of either--

(A) Exchanging the information covered by such subsections for anything of value; or

(B) Obtaining or giving anyone a competitive advantage in the award of a Federal agency procurement contract; or

(ii) The head of the contracting activity has determined, based upon a preponderance of the evidence, that the Contractor or someone acting for the Contractor has engaged in conduct constituting an offense punishable under subsections 27(e)(1) of the Act.

(b) If the Government rescinds the contract under paragraph (a) of this clause, the Government is entitled to recover, in addition to any penalty prescribed by law, the amount expended under the contract.

(c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law, regulation, or under this contract.

52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)

(a) The Government, at its election, may reduce the price of a fixed-price type contract and the total cost and fee under a cost-type contract by the amount of profit or fee determined as set forth in paragraph (b) of this clause if the head of the contracting activity or designee determines that there was a violation of subsection 27 (a), (b), or (c) of the Office of Federal Procurement Policy Act, as amended (41 U.S.C. 423), as implemented in section 3.104 of the Federal Acquisition Regulation.

(b) The price or fee reduction referred to in paragraph (a) of this clause shall be--

(1) For cost-plus-fixed-fee contracts, the amount of the fee specified in the contract at the time of award;

(2) For cost-plus-incentive-fee contracts, the target fee specified in the contract at the time of award, notwithstanding any minimum fee or "fee floor" specified in the contract;

(3) For cost-plus-award-fee contracts--

- (i) The base fee established in the contract at the time of contract award;
 - (ii) If no base fee is specified in the contract, 30 percent of the amount of each award fee otherwise payable to the Contractor for each award fee evaluation period or at each award fee determination point.
- (4) For fixed-price-incentive contracts, the Government may--
- (i) Reduce the contract target price and contract target profit both by an amount equal to the initial target profit specified in the contract at the time of contract award; or
 - (ii) If an immediate adjustment to the contract target price and contract target profit would have a significant adverse impact on the incentive price revision relationship under the contract, or adversely affect the contract financing provisions, the Contracting Officer may defer such adjustment until establishment of the total final price of the contract. The total final price established in accordance with the incentive price revision provisions of the contract shall be reduced by an amount equal to the initial target profit specified in the contract at the time of contract award and such reduced price shall be the total final contract price.
- (5) For firm-fixed-price contracts, by 10 percent of the initial contract price or a profit amount determined by the Contracting Officer from records or documents in existence prior to the date of the contract award.
- (c) The Government may, at its election, reduce a prime contractor's price or fee in accordance with the procedures of paragraph (b) of this clause for violations of the Act by its subcontractors by an amount not to exceed the amount of profit or fee reflected in the subcontract at the time the subcontract was first definitively priced.
- (d) In addition to the remedies in paragraphs (a) and (c) of this clause, the Government may terminate this contract for default. The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law or under this contract.

(End of clause)

52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 1997)

(a) Definitions.

"Agency," as used in this clause, means executive agency as defined in 2.101.

"Covered Federal action," as used in this clause, means any of the following Federal actions:

- (1) The awarding of any Federal contract.
- (2) The making of any Federal grant.
- (3) The making of any Federal loan.
- (4) The entering into of any cooperative agreement.
- (5) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

"Indian tribe" and "tribal organization," as used in this clause, have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) and include Alaskan Natives.

"Influencing or attempting to influence," as used in this clause, means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government," as used in this clause, means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency," as used in this clause, includes the following individuals who are employed by an agency:

- (1) An individual who is appointed to a position in the Government under title 5, United States Code, including a position under a temporary appointment.
- (2) A member of the uniformed services, as defined in subsection 101(3), title 37, United States Code.
- (3) A special Government employee, as defined in section 202, title 18, United States Code.
- (4) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, United States Code, appendix 2.

"Person," as used in this clause, means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit, or not for profit. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Reasonable compensation," as used in this clause, means, with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.

"Reasonable payment," as used in this clause, means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector.

"Recipient," as used in this clause, includes the Contractor and all subcontractors. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed," as used in this clause, means, with respect to an officer or employee of a person requesting or receiving a Federal contract, an officer or employee who is employed by such person for at least 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract. An officer or employee who is employed by such person for less than 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State," as used in this clause, means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibitions.

- (1) Section 1352 of title 31, United States Code, among other things, prohibits a recipient of a Federal contract, grant, loan, or cooperative agreement from using appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an

employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; or the modification of any Federal contract, grant, loan, or cooperative agreement.

(2) The Act also requires Contractors to furnish a disclosure if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement.

(3) The prohibitions of the Act do not apply under the following conditions:

(i) Agency and legislative liaison by own employees.

(A) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action if the payment is for agency and legislative liaison activities not directly related to a covered Federal action.

(B) For purposes of subdivision (b)(3)(i)(A) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(C) The following agency and legislative liaison activities are permitted at any time where they are not related to a specific solicitation for any covered Federal action:

(1) Discussing with an agency the qualities and characteristics (including individual demonstrations) of the person's products or services, conditions or terms of sale, and service capabilities.

(2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(D) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action--

(1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Pub. L. 95-507, and subsequent amendments.

(E) Only those services expressly authorized by subdivision (b)(3)(i)(A) of this clause are permitted under this clause.

(ii) Professional and technical services.

(A) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of--

(1) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(2) Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(B) For purposes of subdivision (b)(3)(ii)(A) of this clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline. For example, drafting of a legal document accompanying a bid or proposal by a lawyer is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this section since the engineer is providing technical services but not directly in the preparation, submission or negotiation of a covered Federal action.

(C) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation and any other requirements in the actual award documents.

(D) Only those services expressly authorized by subdivisions (b)(3)(ii)(A)(1) and (2) of this clause are permitted under this clause.

(E) The reporting requirements of FAR 3.803(a) shall not apply with respect to payments of reasonable compensation made to regularly employed officers or employees of a person.

(c) Disclosure.

(1) The Contractor who requests or receives from an agency a Federal contract shall file with that agency a disclosure form, OMB standard form LLL, Disclosure of Lobbying Activities, if such person has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered Federal action), which would be prohibited under subparagraph (b)(1) of this clause, if paid for with appropriated funds.

(2) The Contractor shall file a disclosure form at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under subparagraph (c)(1) of this clause. An event that materially affects the accuracy of the information reported includes--

(i) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or

(ii) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or

(iii) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

(3) The Contractor shall require the submittal of a certification, and if required, a disclosure form by any person who requests or receives any subcontract exceeding \$100,000 under the Federal contract.

(4) All subcontractor disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the prime Contractor. The prime Contractor shall submit all disclosures to the Contracting Officer at the end of the calendar quarter in which the disclosure form is submitted by the subcontractor. Each subcontractor certification shall be retained in the subcontract file of the awarding Contractor.

(d) Agreement. The Contractor agrees not to make any payment prohibited by this clause.

(e) Penalties.

(1) Any person who makes an expenditure prohibited under paragraph (a) of this clause or who fails to file or amend the disclosure form to be filed or amended by paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(2) Contractors may rely without liability on the representation made by their subcontractors in the certification and disclosure form.

(f) Cost allowability. Nothing in this clause makes allowable or reasonable any costs which would otherwise be unallowable or unreasonable. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any other provision.

(End of clause)

52.204-4 PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)

(a) Definitions. As used in this clause--

Postconsumer material means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of "recovered material." For paper and paper products, postconsumer material means "postconsumer fiber" defined by the U.S. Environmental Protection Agency (EPA) as--

(1) Paper, paperboard, and fibrous materials from retail stores, office buildings, homes, and so forth, after they have passed through their end-usage as a consumer item, including: used corrugated boxes; old newspapers; old magazines; mixed waste paper; tabulating cards; and used cordage; or

(2) All paper, paperboard, and fibrous materials that enter and are collected from municipal solid waste; but not

(3) Fiber derived from printers' over-runs, converters' scrap, and over-issue publications.

Printed or copied double-sided means printing or reproducing a document so that information is on both sides of a sheet of paper.

Recovered material, for paper and paper products, is defined by EPA in its Comprehensive Procurement Guideline as "recovered fiber" and means the following materials:

(1) Postconsumer fiber; and

(2) Manufacturing wastes such as--

(i) Dry paper and paperboard waste generated after completion of the papermaking process (that is, those manufacturing operations up to and including the cutting and trimming of the paper machine reel into smaller rolls or rough sheets) including: envelope cuttings, bindery trimmings, and other paper and paperboard waste resulting

from printing, cutting, forming, and other converting operations; bag, box, and carton manufacturing wastes; and butt rolls, mill wrappers, and rejected unused stock; and

(ii) Repulped finished paper and paperboard from obsolete inventories of paper and paperboard manufacturers, merchants, wholesalers, dealers, printers, converters, or others.

(b) In accordance with Section 101 of Executive Order 13101 of September 14, 1998, Greening the Government through Waste Prevention, Recycling, and Federal Acquisition, the Contractor is encouraged to submit paper documents, such as offers, letters, or reports, that are printed or copied double-sided on recycled paper that meet minimum content standards specified in Section 505 of Executive Order 13101, when not using electronic commerce methods to submit information or data to the Government.

(c) If the Contractor cannot purchase high-speed copier paper, offset paper, forms bond, computer printout paper, carbonless paper, file folders, white wove envelopes, writing and office paper, book paper, cotton fiber paper, and cover stock meeting the 30 percent postconsumer material standard for use in submitting paper documents to the Government, it should use paper containing no less than 20 percent postconsumer material. This lesser standard should be used only when paper meeting the 30 percent postconsumer material standard is not obtainable at a reasonable price or does not meet reasonable performance standards.

(End of clause)

52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUL 1995)

(a) The Government suspends or debar Contractors to protect the Government's interests. The Contractor shall not enter into any subcontract in excess of the \$25,000 with a Contractor that is debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.

(b) The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed \$25,000, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principles, is or is not debarred, suspended, or proposed for debarment by the Federal Government.

(c) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs). The notice must include the following:

(1) The name of the subcontractor.

(2) The Contractor's knowledge of the reasons for the subcontractor being on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

(3) The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

(4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

(End of clause)

52.215-2 AUDIT AND RECORDS--NEGOTIATION (JUN 1999)

(a) As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data,

regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

(b) Examination of costs. If this is a cost-reimbursement, incentive, time-and-materials, labor-hour, or price redeterminable contract, or any combination of these, the Contractor shall maintain and the Contracting Officer, or an authorized representative of the Contracting Officer, shall have the right to examine and audit all records and other evidence sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred directly or indirectly in performance of this contract. This right of examination shall include inspection at all reasonable times of the Contractor's plants, or parts of them, engaged in performing the contract.

(c) Cost or pricing data. If the Contractor has been required to submit cost or pricing data in connection with any pricing action relating to this contract, the Contracting Officer, or an authorized representative of the Contracting Officer, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data, shall have the right to examine and audit all of the Contractor's records, including computations and projections, related to--

- (1) The proposal for the contract, subcontract, or modification;
- (2) The discussions conducted on the proposal(s), including those related to negotiating;
- (3) Pricing of the contract, subcontract, or modification; or
- (4) Performance of the contract, subcontract or modification.

(d) Comptroller General--(1) The Comptroller General of the United States, or an authorized representative, shall have access to and the right to examine any of the Contractor's directly pertinent records involving transactions related to this contract or a subcontract hereunder.

(2) This paragraph may not be construed to require the Contractor or subcontractor to create or maintain any record that the Contractor or subcontractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Reports. If the Contractor is required to furnish cost, funding, or performance reports, the Contracting Officer or an authorized representative of the Contracting Officer shall have the right to examine and audit the supporting records and materials, for the purpose of evaluating (1) the effectiveness of the Contractor's policies and procedures to produce data compatible with the objectives of these reports and (2) the data reported.

(f) Availability. The Contractor shall make available at its office at all reasonable times the records, materials, and other evidence described in paragraphs (a), (b), (c), (d), and (e) of this clause, for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in Subpart 4.7, Contractor Records Retention, of the Federal Acquisition Regulation (FAR), or for any longer period required by statute or by other clauses of this contract. In addition--

- (1) If this contract is completely or partially terminated, the Contractor shall make available the records relating to the work terminated until 3 years after any resulting final termination settlement; and
- (2) The Contractor shall make available records relating to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to this contract until such appeals, litigation, or claims are finally resolved.

(g) The Contractor shall insert a clause containing all the terms of this clause, including this paragraph (g), in all subcontracts under this contract that exceed the simplified acquisition threshold, and--

- (1) That are cost-reimbursement, incentive, time-and-materials, labor-hour, or price-redeterminable type or any combination of these;

(2) For which cost or pricing data are required; or

(3) That require the subcontractor to furnish reports as discussed in paragraph (e) of this clause.

The clause may be altered only as necessary to identify properly the contracting parties and the Contracting Officer under the Government prime contract.

(End of clause)

52.215-8 ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT (OCT 1997)

Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order:

(a) The Schedule (excluding the specifications).

(b) Representations and other instructions.

(c) Contract clauses.

(d) Other documents, exhibits, and attachments.

(e) The specifications.

52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 1997)

(a) Exceptions from cost or pricing data. (1) In lieu of submitting cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Commercial item exception. For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include--

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;

(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time

before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the offeror is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The offeror shall prepare and submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(End of provision)

52.215-21 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS (OCT 1997)

(a) Exceptions from cost or pricing data. (1) In lieu of submitting cost or pricing data for modifications under this contract, for price adjustments expected to exceed the threshold set forth at FAR 15.403-4 on the date of the agreement on price or the date of the award, whichever is later, the Contractor may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable--

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Information on modifications of contracts or subcontracts for commercial items. (A) If--

(1) The original contract or subcontract was granted an exception from cost or pricing data requirements because the price agreed upon was based on adequate price competition or prices set by law or regulation, or was a contract or subcontract for the acquisition of a commercial item; and

(2) The modification (to the contract or subcontract) is not exempted based on one of these exceptions, then the Contractor may provide information to establish that the modification would not change the contract or subcontract from a contract or subcontract for the acquisition of a commercial item to a contract or subcontract for the acquisition of an item other than a commercial item.

(B) For a commercial item exception, the Contractor shall provide, at a minimum, information on prices at which the same item or similar items have previously been sold that is adequate for evaluating the reasonableness of the price of the modification. Such information may include--

(1) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities.

(2) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market.

(3) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this clause, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the Contractor's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the Contractor is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The Contractor shall submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

As soon as practicable after agreement on price, but before award (except for unpriced actions), the Contractor shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 calendar days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 3 years.

(End of clause)

52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (JUL 1996)

(a) Definition.

"Small business concern," as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation.

(b) General. (1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected.

(2) Any award resulting from this solicitation will be made to a small business concern.

(c) Agreement. A small business concern submitting an offer in its own name agrees to furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States. The term "United States" includes its territories and possessions, the Commonwealth of Puerto Rico, the Trust Territory of the Pacific Islands, and the District of Columbia. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply in connection with construction or service contracts.

(End of clause)

52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2000)

(a) It is the policy of the United States that small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns.

(b) The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of the Contractor's compliance with this clause.

Definitions. As used in this contract--

HUBZone small business concern means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

Small business concern means a small business as defined pursuant to Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.

Small disadvantaged business concern means a small business concern that represents, as part of its offer that--

(1) It has received certification as a small disadvantaged business concern consistent with 13 CFR part 124, subpart B;

(2) No material change in disadvantaged ownership and control has occurred since its certification;

(3) Where the concern is owned by one or more individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(4) It is identified, on the date of its representation, as a certified small disadvantaged business in the database maintained by the Small Business Administration (PRO-Net).

Veteran-owned small business concern means a small business concern--

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

Women-owned small business concern means a small business concern--

- (1) That is at least 51 percent owned by one or more women, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.
- (d) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as a small business concern, a veteran-owned small business concern, a service-disabled veteran-owned small business concern, a HUBZone small business concern, a small disadvantaged business concern, or a women-owned small business concern.

(End of clause)

52.219-14 LIMITATIONS ON SUBCONTRACTING (DEC 1996)

- (a) This clause does not apply to the unrestricted portion of a partial set-aside.
- (b) By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract in the case of a contract for--
 - (1) Services (except construction). At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.
 - (2) Supplies (other than procurement from a nonmanufacturer of such supplies). The concern shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.
 - (3) General construction. The concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.
 - (4) Construction by special trade contractors. The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)

If the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately give notice, including all relevant information, to the Contracting Officer.

52.222-3 CONVICT LABOR (AUG 1996)

The Contractor agrees not to employ in the performance of this contract any person undergoing a sentence of imprisonment which has been imposed by any court of a State, the District of Columbia, the Commonwealth of

Puerto Rico, the Virgin Islands, Guam, American Samoa, the Commonwealth of the Northern Mariana Islands, or the Trust Territory of the Pacific Islands. This limitation, however, shall not prohibit the employment by the Contractor in the performance of this contract of persons on parole or probation to work at paid employment during the term of their sentence or persons who have been pardoned or who have served their terms. Nor shall it prohibit the employment by the Contractor in the performance of this contract of persons confined for violation of the laws of any of the States, the District of Columbia, the Commonwealth of Puerto Rico, the Virgin Islands, Guam, American Samoa, the Commonwealth of the Northern Mariana Islands, or the Trust Territory of the Pacific Islands who are authorized to work at paid employment in the community under the laws of such jurisdiction, if--

- (a)(1) The worker is paid or is in an approved work training program on a voluntary basis;
 - (2) Representatives of local union central bodies or similar labor union organizations have been consulted;
 - (3) Such paid employment will not result in the displacement of employed workers, or be applied in skills, crafts, or trades in which there is a surplus of available gainful labor in the locality, or impair existing contracts for services; and
 - (4) The rates of pay and other conditions of employment will not be less than those paid or provided for work of a similar nature in the locality in which the work is being performed; and
- (b) The Attorney General of the United States has certified that the work-release laws or regulations of the jurisdiction involved are in conformity with the requirements of Executive Order 11755, as amended by Executive Orders 12608 and 12943.

(End of clause)

52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION.
(SEP 2000)

- (a) Overtime requirements. No Contractor or subcontractor employing laborers or mechanics (see Federal Acquisition Regulation 22.300) shall require or permit them to work over 40 hours in any workweek unless they are paid at least 1 and 1/2 times the basic rate of pay for each hour worked over 40 hours.
- (b) Violation; liability for unpaid wages; liquidated damages. The responsible Contractor and subcontractor are liable for unpaid wages if they violate the terms in paragraph (a) of this clause. In addition, the Contractor and subcontractor are liable for liquidated damages payable to the Government. The Contracting Officer will assess liquidated damages at the rate of \$10 per affected employee for each calendar day on which the employer required or permitted the employee to work in excess of the standard workweek of 40 hours without paying overtime wages required by the Contract Work Hours and Safety Standards Act.
- (c) Withholding for unpaid wages and liquidated damages. The Contracting Officer will withhold from payments due under the contract sufficient funds required to satisfy any Contractor or subcontractor liabilities for unpaid wages and liquidated damages. If amounts withheld under the contract are insufficient to satisfy Contractor or subcontractor liabilities, the Contracting Officer will withhold payments from other Federal or Federally assisted contracts held by the same Contractor that are subject to the Contract Work Hours and Safety Standards Act.
- (d) Payrolls and basic records.
 - (1) The Contractor and its subcontractors shall maintain payrolls and basic payroll records for all laborers and mechanics working on the contract during the contract and shall make them available to the Government until 3 years after contract completion. The records shall contain the name and address of each employee, social security number, labor classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records need not duplicate those required for construction work by Department of Labor regulations at 29 CFR 5.5(a)(3) implementing the Davis-Bacon Act.

(2) The Contractor and its subcontractors shall allow authorized representatives of the Contracting Officer or the Department of Labor to inspect, copy, or transcribe records maintained under paragraph (d)(1) of this clause. The Contractor or subcontractor also shall allow authorized representatives of the Contracting Officer or Department of Labor to interview employees in the workplace during working hours.

(e) Subcontracts. The Contractor shall insert the provisions set forth in paragraphs (a) through (d) of this clause in subcontracts exceeding \$100,000 and require subcontractors to include these provisions in any lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the provisions set forth in paragraphs (a) through (d) of this clause.

(End of clause)

52.222-26 EQUAL OPPORTUNITY (FEB 1999)

(a) If, during any 12-month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of \$10,000, the Contractor shall comply with subparagraphs (b)(1) through (11) of this clause. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.

(b) During performing this contract, the Contractor agrees as follows:

(1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. However, it shall not be a violation of this clause for the Contractor to extend a publicly announced preference in employment to Indians living on or near an Indian reservation, in connection with employment opportunities on or near an Indian reservation, as permitted by 41 CFR 60-1.5.

(2) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. This shall include, but not be limited to, (i) employment, (ii) upgrading, (iii) demotion, (iv) transfer, (v) recruitment or recruitment advertising, (vi) layoff or termination, (vii) rates of pay or other forms of compensation, and (viii) selection for training, including apprenticeship.

(3) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.

(4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(5) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

(6) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

(7) The Contractor shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. The Contractor shall also file Standard Form 100 (EEO-1), or any successor form, as prescribed in 41 CFR part 60-1. Unless the Contractor has filed within the 12 months preceding the date of contract award, the Contractor shall, within 30 days after contract award, apply to either the regional Office of Federal Contract Compliance Programs (OFCCP) or the local office of the Equal Employment Opportunity Commission for the necessary forms.

(8) The Contractor shall permit access to its premises, during normal business hours, by the contracting agency or the OFCCP for the purpose of conducting on-site compliance evaluations and complaint investigations. The Contractor shall permit the Government to inspect and copy any books, accounts, records (including computerized records), and other material that may be relevant to the matter under investigation and pertinent to compliance with Executive Order 11246, as amended, and rules and regulations that implement the Executive Order.

(9) If the OFCCP determines that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended; in the rules, regulations, and orders of the Secretary of Labor; or as otherwise provided by law.

(10) The Contractor shall include the terms and conditions of subparagraphs (b)(1) through (11) of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.

(11) The Contractor shall take such action with respect to any subcontract or purchase order as the contracting officer may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance; provided, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

(c) Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures in 41 CFR 60-1.1.

52.222-35 AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (APR 1998)

(a)) Definitions. As used in this clause--

All employment openings includes all positions except executive and top management, those positions that will be filled from within the contractor's organization, and positions lasting 3 days or less. This term includes full-time employment, temporary employment of more than 3 days' duration, and part-time employment.

Appropriate office of the State employment service system means the local office of the Federal-State national system of public employment offices with assigned responsibility to serve the area where the employment opening is to be filled, including the District of Columbia, Guam, the Commonwealth of Puerto Rico, and the Virgin Islands.

Positions that will be filled from within the Contractor's organization means employment openings for which no consideration will be given to persons outside the Contractor's organization (including any affiliates, subsidiaries, and parent companies) and includes any openings that the Contractor proposes to fill from regularly established "recall" lists. The exception does not apply to a particular opening once an employer decides to consider applicants outside of its organization.

Veteran of the Vietnam era means a person who--

(1) Served on active duty for a period of more than 180 days, any part of which occurred between August 5, 1964, and May 7, 1975, and was discharged or released therefrom with other than a dishonorable discharge; or

(2) Was discharged or released from active duty for a service-connected disability if any part of such active duty was performed between August 5, 1964, and May 7, 1975.

(b) General. (1) Regarding any position for which the employee or applicant for employment is qualified, the Contractor shall not discriminate against the individual because the individual is a disabled veteran or a veteran of the Vietnam era. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled veterans and veterans of the Vietnam era without discrimination based upon their disability or veterans' status in all employment practices such as--

(i) Employment;

(ii) Upgrading;

(iii) Demotion or transfer;

(iv) Recruitment;

(v) Advertising;

(vi) Layoff or termination;

(vii) Rates of pay or other forms of compensation; and

(viii) Selection for training, including apprenticeship.

(2) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Vietnam Era Veterans' Readjustment Assistance Act of 1972 (the Act), as amended.

(c) Listing openings. (1) The Contractor agrees to list all employment openings existing at contract award or occurring during contract performance, at an appropriate office of the State employment service system in the locality where the opening occurs. These openings include those occurring at any Contractor facility, including one not connected with performing this contract. An independent corporate affiliate is exempt from this requirement.

(2) State and local government agencies holding Federal contracts of \$10,000 or more shall also list all their employment openings with the appropriate office of the State employment service.

(3) The listing of employment openings with the State employment service system is required at least concurrently with using any other recruitment source or effort and involves the obligations of placing a bona fide job order, including accepting referrals of veterans and nonveterans. This listing does not require hiring any particular job applicant or hiring from any particular group of job applicants and is not intended to relieve the Contractor from any requirements of Executive orders or regulations concerning nondiscrimination in employment.

(4) Whenever the Contractor becomes contractually bound to the listing terms of this clause, it shall advise the State employment service system, in each State where it has establishments, of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these terms and has so advised the State system, it need not advise the State system of subsequent contracts. The Contractor may advise the State system when it is no longer bound by this contract clause.

(d) Applicability. This clause does not apply to the listing of employment openings that occur and are filled outside the 50 States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, and the Virgin Islands.

(e) Postings. (1) The Contractor agrees to post employment notices stating (i) the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era, and (ii) the rights of applicants and employees.

(2) These notices shall be posted in conspicuous places that are available to employees and applicants for employment. They shall be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, Department of Labor (Deputy Assistant Secretary), and provided by or through the Contracting Officer.

(3) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of the Act, and is committed to take affirmative action to employ, and advance in employment, qualified disabled veterans and veterans of the Vietnam Era.

(f) Noncompliance. If the Contractor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.

(g) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary. The Contractor shall act as specified by the Deputy Assistant Secretary to enforce the terms, including action for noncompliance.

(End of clause)

52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)

(a) General. (1) Regarding any position for which the employee or applicant for employment is qualified, the Contractor shall not discriminate against any employee or applicant because of physical or mental disability. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified individuals with disabilities without discrimination based upon their physical or mental disability in all employment practices such as--

(i) Recruitment, advertising, and job application procedures;

(ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff, and rehiring;

(iii) Rates of pay or any other form of compensation and changes in compensation;

(iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;

(v) Leaves of absence, sick leave, or any other leave;

(vi) Fringe benefits available by virtue of employment, whether or not administered by the Contractor;

(vii) Selection and financial support for training, including apprenticeships, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;

(viii) Activities sponsored by the Contractor, including social or recreational programs; and

(ix) Any other term, condition, or privilege of employment.

(2) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Rehabilitation Act of 1973 (29 U.S.C. 793) (the Act), as amended.

(b) Postings. (1) The Contractor agrees to post employment notices stating--

(i) The Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified individuals with disabilities; and

(ii) The rights of applicants and employees.

(2) These notices shall be posted in conspicuous places that are available to employees and applicants for employment. The Contractor shall ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair). The notices shall be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance of the U.S. Department of Labor (Deputy Assistant Secretary) and shall be provided by or through the Contracting Officer.

(3) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Act and is committed to take affirmative action to employ, and advance in employment, qualified individuals with physical or mental disabilities.

(c) Noncompliance. If the Contractor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.

(d) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$10,000 unless exempted by rules, regulations, or orders of the Secretary. The Contractor shall act as specified by the Deputy Assistant Secretary to enforce the terms, including action for noncompliance.

(End of clause)

52.222-37 EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (JAN 1999)

(a) Unless the Contractor is a State or local government agency, the Contractor shall report at least annually, as required by the Secretary of Labor, on--

(1) The number of disabled veterans and the number of veterans of the Vietnam era in the workforce of the contractor by job category and hiring location; and

(2) The total number of new employees hired during the period covered by the report, and of that total, the number of disabled veterans, and the number of veterans of the Vietnam era.

(b) The above items shall be reported by completing the form entitled "Federal Contractor Veterans' Employment Report VETS-100."

(c) Reports shall be submitted no later than September 30 of each year beginning September 30, 1988.

(d) The employment activity report required by paragraph (a)(2) of this clause shall reflect total hires during the most recent 12-month period as of the ending date selected for the employment profile report required by paragraph (a)(1) of this clause. Contractors may select an ending date: (1) As of the end of any pay period during the period January through March 1st of the year the report is due, or (2) as of December 31, if the contractor has previous written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1 (Standard Form 100).

(e) The count of veterans reported according to paragraph (a) of this clause shall be based on voluntary disclosure. Each Contractor subject to the reporting requirements at 38 U.S.C. 4212 shall invite all disabled veterans and veterans of the Vietnam era who wish to benefit under the affirmative action program at 38 U.S.C. 4212 to identify themselves to the Contractor. The invitation shall state that the information is voluntarily provided; that the information will be kept confidential; that disclosure or refusal to provide the information will not subject the applicant or employee to any adverse treatment; and that the information will be used only in accordance with the regulations promulgated under 38 U.S.C. 4212.

(f) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary.

(End of clause)

52.222-41 SERVICE CONTRACT ACT OF 1965, AS AMENDED (MAY 1989)

(a) Definitions. "Act," as used in this clause, means the Service Contract Act of 1965, as amended (41 U.S.C. 351, et seq.).

"Contractor," as used in this clause or in any subcontract, shall be deemed to refer to the subcontractor, except in the term "Government Prime Contractor."

"Service employee," as used in this clause, means any person engaged in the performance of this contract other than any person employed in a bona fide executive, administrative, or professional capacity, as these terms are defined in Part 541 of Title 29, Code of Federal Regulations, as revised. It includes all such persons regardless of any contractual relationship that may be alleged to exist between a Contractor or subcontractor and such persons.

(b) Applicability. This contract is subject to the following provisions and to all other applicable provisions of the Act and regulations of the Secretary of Labor (29 CFR Part 4). This clause does not apply to contracts or subcontracts administratively exempted by the Secretary of Labor or exempted by 41 U.S.C. 356, as interpreted in Subpart C of 29 CFR Part 4.

(c) Compensation. (1) Each service employee employed in the performance of this contract by the Contractor or any subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor, or authorized representative, as specified in any wage determination attached to this contract.

(2)(i) If a wage determination is attached to this contract, the Contractor shall classify any class of service employee which is not listed therein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination) so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed class of employees shall be paid the monetary wages and furnished the fringe benefits as are determined pursuant to the procedures in this paragraph (c).

(ii) This conforming procedure shall be initiated by the Contractor prior to the performance of contract work by the unlisted class of employee. The Contractor shall submit Standard Form (SF) 1444, Request For Authorization of Additional Classification and Rate, to the Contracting Officer no later than 30 days after the unlisted class of employee performs any contract work. The Contracting Officer shall review the proposed classification and rate and promptly submit the completed SF 1444 (which must include information regarding the agreement or disagreement of the employees' authorized representatives or the employees themselves together with the agency recommendation), and all pertinent information to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement within 30 days of receipt or will notify the Contracting Officer within 30 days of receipt that additional time is necessary.

(iii) The final determination of the conformance action by the Wage and Hour Division shall be transmitted to the Contracting Officer who shall promptly notify the Contractor of the action taken. Each affected employee shall be furnished by the Contractor with a written copy of such determination or it shall be posted as a part of the wage determination.

(iv)(A) The process of establishing wage and fringe benefit rates that bear a reasonable relationship to those listed in a wage determination cannot be reduced to any single formula. The approach used may vary from wage determination to wage determination depending on the circumstances. Standard wage and salary administration practices which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for example, be relied upon. Guidance may also be obtained from the way different jobs are rated under Federal pay systems (Federal Wage Board Pay System and the General Schedule) or from other wage determinations issued in

the same locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed.

(B) In the case of a contract modification, an exercise of an option, or extension of an existing contract, or in any other case where a Contractor succeeds a contract under which the classification in question was previously conformed pursuant to paragraph (c) of this clause, a new conformed wage rate and fringe benefits may be assigned to the conformed classification by indexing (i.e., adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the contract which are listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of contract work by the unlisted class of employees, the Contractor shall advise the Contracting Officer of the action taken but the other procedures in subdivision (c)(2)(ii) of this clause need not be followed.

(C) No employee engaged in performing work on this contract shall in any event be paid less than the currently applicable minimum wage specified under section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended.

(v) The wage rate and fringe benefits finally determined under this subparagraph (c)(2) of this clause shall be paid to all employees performing in the classification from the first day on which contract work is performed by them in the classification. Failure to pay the unlisted employees the compensation agreed upon by the interested parties and/or finally determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract.

(vi) Upon discovery of failure to comply with subparagraph (c)(2) of this clause, the Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be retroactive to the date such class or classes of employees commenced contract work.

(3) Adjustment of Compensation. If the term of this contract is more than 1 year, the minimum monetary wages and fringe benefits required to be paid or furnished thereunder to service employees under this contract shall be subject to adjustment after 1 year and not less often than once every 2 years, under wage determinations issued by the Wage and Hour Division.

(d) Obligation to Furnish Fringe Benefits. The Contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined under subparagraph (c)(2) of this clause by furnishing equivalent combinations of bona fide fringe benefits, or by making equivalent or differential cash payments, only in accordance with Subpart D of 29 CFR Part 4.

(e) Minimum Wage. In the absence of a minimum wage attachment for this contract, neither the Contractor nor any subcontractor under this contract shall pay any person performing work under this contract (regardless of whether the person is a service employee) less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938. Nothing in this clause shall relieve the Contractor or any subcontractor of any other obligation under law or contract for payment of a higher wage to any employee.

(f) Successor Contracts. If this contract succeeds a contract subject to the Act under which substantially the same services were furnished in the same locality and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the minimum wage attachment for this contract setting forth such collectively bargained wage rates and fringe benefits, neither the Contractor nor any subcontractor under this contract shall pay any service employee performing any of the contract work (regardless of whether or not such employee was employed under the predecessor contract), less than the wages and fringe benefits provided for in such collective bargaining agreement, to which such employee would have been entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement. No Contractor or subcontractor under this contract may be relieved of the foregoing obligation unless the limitations of 29 CFR 4.1b(b) apply or unless the Secretary of Labor or the Secretary's authorized representative finds, after a hearing as provided in 29 CFR 4.10 that the wages and/or fringe benefits provided for in such agreement are substantially at variance with those which prevail for services of a

character similar in the locality, or determines, as provided in 29 CFR 4.11, that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and/or 4.11 and Parts 6 and 8 that some or all of the wages and/or fringe benefits contained in a predecessor Contractor's collective bargaining agreement are substantially at variance with those which prevail for services of a character similar in the locality, and/or that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the contract or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Board of Service Contract Appeals, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract (53 Comp. Gen. 401 (1973)). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.

(g) Notification to Employees. The Contractor and any subcontractor under this contract shall notify each service employee commencing work on this contract of the minimum monetary wage and any fringe benefits required to be paid pursuant to this contract, or shall post the wage determination attached to this contract. The poster provided by the Department of Labor (Publication WH 1313) shall be posted in a prominent and accessible place at the worksite. Failure to comply with this requirement is a violation of section 2(a)(4) of the Act and of this contract.

(h) Safe and Sanitary Working Conditions. The Contractor or subcontractor shall not permit any part of the services called for by this contract to be performed in buildings or surroundings or under working conditions provided by or under the control or supervision of the Contractor or subcontractor which are unsanitary, hazardous, or dangerous to the health or safety of the service employees. The Contractor or subcontractor shall comply with the safety and health standards applied under 29 CFR Part 1925.

(i) Records. (1) The Contractor and each subcontractor performing work subject to the Act shall make and maintain for 3 years from the completion of the work, and make them available for inspection and transcription by authorized representatives of the Wage and Hour Division, Employment Standards Administration, a record of the following:

(i) For each employee subject to the Act--

(A) Name and address and social security number;

(B) Correct work classification or classifications, rate or rates of monetary wages paid and fringe benefits provided, rate or rates of payments in lieu of fringe benefits, and total daily and weekly compensation;

(C) Daily and weekly hours worked by each employee; and

(D) Any deductions, rebates, or refunds from the total daily or weekly compensation of each employee.

(ii) For those classes of service employees not included in any wage determination attached to this contract, wage rates or fringe benefits determined by the interested parties or by the Administrator or authorized representative under the terms of paragraph (c) of this clause. A copy of the report required by subdivision (c)(2)(ii) of this clause will fulfill this requirement.

(iii) Any list of the predecessor Contractor's employees which had been furnished to the Contractor as prescribed by paragraph (n) of this clause.

(2) The Contractor shall also make available a copy of this contract for inspection or transcription by authorized representatives of the Wage and Hour Division.

(3) Failure to make and maintain or to make available these records for inspection and transcription shall be a violation of the regulations and this contract, and in the case of failure to produce these records, the Contracting Officer, upon direction of the Department of Labor and notification to the Contractor, shall take action to cause

suspension of any further payment or advance of funds until the violation ceases.

(4) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(j) Pay Periods. The Contractor shall unconditionally pay to each employee subject to the Act all wages due free and clear and without subsequent deduction (except as otherwise provided by law or regulations, 29 CFR Part 4), rebate, or kickback on any account. These payments shall be made no later than one pay period following the end of the regular pay period in which the wages were earned or accrued. A pay period under this Act may not be of any duration longer than semi-monthly.

(k) Withholding of Payments and Termination of Contract. The Contracting Officer shall withhold or cause to be withheld from the Government Prime Contractor under this or any other Government contract with the Prime Contractor such sums as an appropriate official of the Department of Labor requests or such sums as the Contracting Officer decides may be necessary to pay underpaid employees employed by the Contractor or subcontractor. In the event of failure to pay any employees subject to the Act all or part of the wages or fringe benefits due under the Act, the Contracting Officer may, after authorization or by direction of the Department of Labor and written notification to the Contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the Contractor in default with any additional cost.

(l) Subcontracts. The Contractor agrees to insert this clause in all subcontracts subject to the Act.

(m) Collective Bargaining Agreements Applicable to Service Employees. If wages to be paid or fringe benefits to be furnished any service employees employed by the Government Prime Contractor or any subcontractor under the contract are provided for in a collective bargaining agreement which is or will be effective during any period in which the contract is being performed, the Government Prime Contractor shall report such fact to the Contracting Officer, together with full information as to the application and accrual of such wages and fringe benefits, including any prospective increases, to service employees engaged in work on the contract, and a copy of the collective bargaining agreement. Such report shall be made upon commencing performance of the contract, in the case of collective bargaining agreements effective at such time, and in the case of such agreements or provisions or amendments thereof effective at a later time during the period of contract performance such agreements shall be reported promptly after negotiation thereof.

(n) Seniority List. Not less than 10 days prior to completion of any contract being performed at a Federal facility where service employees may be retained in the performance of the succeeding contract and subject to a wage determination which contains vacation or other benefit provisions based upon length of service with a Contractor (predecessor) or successor (29 CFR 4.173), the incumbent Prime Contractor shall furnish the Contracting Officer a certified list of the names of all service employees on the Contractor's or subcontractor's payroll during the last month of contract performance. Such list shall also contain anniversary dates of employment on the contract either with the current or predecessor Contractors of each such service employee. The Contracting Officer shall turn over such list to the successor Contractor at the commencement of the succeeding contract.

(o) Rulings and Interpretations. Rulings and interpretations of the Act are contained in Regulations, 29 CFR Part 4.

(p) Contractor's Certification. (1) By entering into this contract, the Contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has a substantial interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed under section 5 of the Act.

(2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract under section 5 of the Act.

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(q) Variations, Tolerances, and Exemptions Involving Employment. Notwithstanding any of the provisions in paragraphs (b) through (o) of this clause, the following employees may be employed in accordance with the following variations, tolerances, and exemptions, which the Secretary of Labor, pursuant to section 4(b) of the Act prior to its amendment by Pub. L. 92-473, found to be necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business:

(1) Apprentices, student-learners, and workers whose earning capacity is impaired by age, physical or mental deficiency, or injury may be employed at wages lower than the minimum wages otherwise required by section 2(a)(1) or 2(b)(1) of the Act without diminishing any fringe benefits or cash payments in lieu thereof required under section 2(a)(2) of the Act, in accordance with the conditions and procedures prescribed for the employment of apprentices, student-learners, handicapped persons, and handicapped clients of sheltered workshops under section 14 of the Fair Labor Standards Act of 1938, in the regulations issued by the Administrator (29 CFR Parts 520, 521, 524, and 525).

(2) The Administrator will issue certificates under the Act for the employment of apprentices, student-learners, handicapped persons, or handicapped clients of sheltered workshops not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two acts, authorizing appropriate rates of minimum wages (but without changing requirements concerning fringe benefits or supplementary cash payments in lieu thereof), applying procedures prescribed by the applicable regulations issued under the Fair Labor Standards Act of 1938 (29 CFR Parts 520, 521, 524, and 525).

(3) The Administrator will also withdraw, annul, or cancel such certificates in accordance with the regulations in 29 CFR Parts 525 and 528.

(r) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program registered with a State Apprenticeship Agency which is recognized by the U.S. Department of Labor, or if no such recognized agency exists in a State, under a program registered with the Bureau of Apprenticeship and Training, Employment and Training Administration, U.S. Department of Labor. Any employee who is not registered as an apprentice in an approved program shall be paid the wage rate and fringe benefits contained in the applicable wage determination for the journeyman classification of work actually performed. The wage rates paid apprentices shall not be less than the wage rate for their level of progress set forth in the registered program, expressed as the appropriate percentage of the journeyman's rate contained in the applicable wage determination. The allowable ratio of apprentices to journeymen employed on the contract work in any craft classification shall not be greater than the ratio permitted to the Contractor as to his entire work force under the registered program.

(s) Tips. An employee engaged in an occupation in which the employee customarily and regularly receives more than \$30 a month in tips may have the amount of these tips credited by the employer against the minimum wage required by section 2(a)(1) or section 2(b)(1) of the Act, in accordance with section 3(m) of the Fair Labor Standards Act and Regulations, 29 CFR Part 531. However, the amount of credit shall not exceed \$1.34 per hour beginning January 1, 1981. To use this provision--

(1) The employer must inform tipped employees about this tip credit allowance before the credit is utilized;

(2) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received);

(3) The employer must be able to show by records that the employee receives at least the applicable Service Contract Act minimum wage through the combination of direct wages and tip credit; and

(4) The use of such tip credit must have been permitted under any predecessor collective bargaining agreement applicable by virtue of section 4(c) of the Act.

Disputes Concerning Labor Standards. The U.S. Department of Labor has set forth in 29 CFR Parts 4, 6, and 8 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in

accordance with those procedures and not the Disputes clause of this contract. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(End of clause)

52.222-43 FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT--PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS) (MAY 1989)

(a) This clause applies to both contracts subject to area prevailing wage determinations and contracts subject to collective bargaining agreements.

(b) The Contractor warrants that the prices in this contract do not include any allowance for any contingency to cover increased costs for which adjustment is provided under this clause.

(c) The wage determination, issued under the Service Contract Act of 1965, as amended, (41 U.S.C. 351, et seq.), by the Administrator, Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, current on the anniversary date of a multiple year contract or the beginning of each renewal option period, shall apply to this contract. If no such determination has been made applicable to this contract, then the Federal minimum wage as established by section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended, (29 U.S.C. 206) current on the anniversary date of a multiple year contract or the beginning of each renewal option period, shall apply to this contract.

(d) The contract price or contract unit price labor rates will be adjusted to reflect the Contractor's actual increase or decrease in applicable wages and fringe benefits to the extent that the increase is made to comply with or the decrease is voluntarily made by the Contractor as a result of:

(1) The Department of Labor wage determination applicable on the anniversary date of the multiple year contract, or at the beginning of the renewal option period. For example, the prior year wage determination required a minimum wage rate of \$4.00 per hour. The Contractor chose to pay \$4.10. The new wage determination increases the minimum rate to \$4.50 per hour. Even if the Contractor voluntarily increases the rate to \$4.75 per hour, the allowable price adjustment is \$.40 per hour;

(2) An increased or decreased wage determination otherwise applied to the contract by operation of law; or

(3) An amendment to the Fair Labor Standards Act of 1938 that is enacted after award of this contract, affects the minimum wage, and becomes applicable to this contract under law.

(e) Any adjustment will be limited to increases or decreases in wages and fringe benefits as described in paragraph (c) of this clause, and the accompanying increases or decreases in social security and unemployment taxes and workers' compensation insurance, but shall not otherwise include any amount for general and administrative costs, overhead, or profit.

(f) The Contractor shall notify the Contracting Officer of any increase claimed under this clause within 30 days after receiving a new wage determination unless this notification period is extended in writing by the Contracting Officer. The Contractor shall promptly notify the Contracting Officer of any decrease under this clause, but nothing in the clause shall preclude the Government from asserting a claim within the period permitted by law. The notice shall contain a statement of the amount claimed and any relevant supporting data, including payroll records, that the Contracting Officer may reasonably require. Upon agreement of the parties, the contract price or contract unit price labor rates shall be modified in writing. The Contractor shall continue performance pending agreement on or determination of any such adjustment and its effective date.

(g) The Contracting Officer or an authorized representative shall have access to and the right to examine any directly pertinent books, documents, papers and records of the Contractor until the expiration of 3 years after final payment under the contract.

(End of clause)

52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997)

(a) "Hazardous material", as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material	Identification No.
(If none, insert "None")	

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to--

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

(End of clause)

52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (APR 1998)

(a) Executive Order 12856 of August 3, 1993, requires Federal facilities to comply with the provisions of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA)(42 U.S.C. 11001-11050) and the Pollution Prevention Act of 1990 (PPA)(42 U.S.C. 13101-13109).

(b) The Contractor shall provide all information needed by the Federal facility to comply with the emergency planning reporting requirements of Section 302 of EPCRA; the emergency notice requirements of Section 304 of EPCRA; the list of Material Safety Data Sheets required by Section 311 of EPCRA; the emergency and hazardous chemical inventory forms of Section 312 of EPCRA; the toxic chemical release inventory of Section 313 of EPCRA, which includes the reduction and recycling information required by Section 6607 of PPA; and the toxic chemical reduction goals requirements of Section 3-302 of Executive Order 12856.

52.223-6 DRUG-FREE WORKPLACE (JAN 1997)

(a) Definitions. As used in this clause --

"Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to deter- mine violations of the Federal or State criminal drug statutes.

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession, or use of any controlled substance.

"Drug-free workplace" means the site(s) for the performance of work done by the Contractor in connection with a specific contract at which employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

"Employee" means an employee of a Contractor directly engaged in the performance of work under a Government contract. "Directly engaged" is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

"Individual" means an offeror/contractor that has no more than one employee including the offeror/contractor.

(b) The Contractor, if other than an individual, shall-- within 30 days after award (unless a longer period is agreed to in writing for contracts of 30 days or more performance duration), or as soon as possible for contracts of less than 30 days performance duration--

(1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

(2) Establish an ongoing drug-free awareness program to inform such employees about--

- (i) The dangers of drug abuse in the workplace;
 - (ii) The Contractor's policy of maintaining a drug-free workplace;
 - (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (b)(1) of this clause;
- (4) Notify such employees in writing in the statement required by subparagraph (b)(1) of this clause that, as a condition of continued employment on this contract, the employee will--
- (i) Abide by the terms of the statement; and
 - (ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction.
- (5) Notify the Contracting Officer in writing within 10 days after receiving notice under subdivision (b)(4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;
- (6) Within 30 days after receiving notice under subdivision (b)(4)(ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:
- (i) Taking appropriate personnel action against such employee, up to and including termination; or
 - (ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and
- (7) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (b)(1) through (b)(6) of this clause.
- (c) The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.
- (d) In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraph (b) or (c) of this clause may, pursuant to FAR 23.506, render the Contractor subject to suspension of contract payments, termination of the contract for default, and suspension or debarment.
- (End of clause)

52.223-14 TOXIC CHEMICAL RELEASE REPORTING (OCT 2000)

- (a) Unless otherwise exempt, the Contractor, as owner or operator of a facility used in the performance of this contract, shall file by July 1 for the prior calendar year an annual Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023(a) and (g)), and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106). The Contractor shall file, for each facility subject to the Form R filing and reporting requirements, the annual Form R throughout the life of the contract.

(b) A Contractor owned or operated facility used in the performance of this contract is exempt from the requirement to file an annual Form R if--

(1) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

(2) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

(3) The facility does not meet the reporting thresholds of toxic chemicals established under of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

(4) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or

(5) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

(c) If the Contractor has certified to an exemption in accordance with one or more of the criteria in paragraph (b) of this clause, and after award of the contract circumstances change so that any of its owned or operated facilities used in the performance of this contract is no longer exempt--

(1) The Contractor shall notify the Contracting Officer; and

(2) The Contractor, as owner or operator of a facility used in the performance of this contract that is no longer exempt, shall (i) submit a Toxic Chemical Release Inventory Form (Form R) on or before July 1 for the prior calendar year during which the facility becomes eligible; and (ii) continue to file the annual Form R for the life of the contract for such facility.

(d) The Contracting Officer may terminate this contract or take other action as appropriate, if the Contractor fails to comply accurately and fully with the EPCRA and PPA toxic chemical release filing and reporting requirements.

(e) Except for acquisitions of commercial items, as defined in FAR Part 2, the Contractor shall--

(1) For competitive subcontracts expected to exceed \$100,000 (including all options), include a solicitation provision substantially the same as the provision at FAR 52.223-13, Certification of Toxic Chemical Release Reporting; and

(2) Include in any resultant subcontract exceeding \$100,000 (including all options), the substance of this clause, except this paragraph (e).

52.227-1 AUTHORIZATION AND CONSENT (JUL 1995)

(a) The Government authorizes and consents to all use and manufacture, in performing this contract or any subcontract at any tier, of any invention described in and covered by a United States patent (1) embodied in the structure or composition of any article the delivery of which is accepted by the Government under this contract or (2) used in machinery, tools, or methods whose use necessarily results from compliance by the Contractor or a subcontractor with (i) specifications or written provisions forming a part of this contract or (ii) specific written instructions given by the Contracting Officer directing the manner of performance. The entire liability to the Government for infringement of a patent of the United States shall be determined solely by the provisions of the indemnity clause, if any, included in this contract or any subcontract hereunder (including any lower-tier

subcontract), and the Government assumes liability for all other infringement to the extent of the authorization and consent hereinabove granted.

(b) The Contractor agrees to include, and require inclusion of, this clause, suitably modified to identify the parties, in all subcontracts at any tier for supplies or services (including construction, architect-engineer services, and materials, supplies, models, samples, and design or testing services expected to exceed the simplified acquisition threshold (however, omission of this clause from any subcontract, including those at or below the simplified acquisition threshold, does not affect this authorization and consent.)

52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (AUG 1996)

(a) The Contractor shall report to the Contracting Officer, promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of this contract of which the Contractor has knowledge.

(b) In the event of any claim or suit against the Government on account of any alleged patent or copyright infringement arising out of the performance of this contract or out of the use of any supplies furnished or work or services performed under this contract, the Contractor shall furnish to the Government, when requested by the Contracting Officer, all evidence and information in possession of the Contractor pertaining to such suit or claim. Such evidence and information shall be furnished at the expense of the Government except where the Contractor has agreed to indemnify the Government.

(c) The Contractor agrees to include, and require inclusion of, this clause in all subcontracts at any tier for supplies or services (including construction and architect-engineer subcontracts and those for material, supplies, models, samples, or design or testing services) expected to exceed the simplified acquisition threshold at (FAR) 2.101.to exceed the dollar amount set forth in 13.000 of the Federal Acquisition Regulation (FAR).

(End of clause)

52.228-5 INSURANCE--WORK ON A GOVERNMENT INSTALLATION (JAN 1997)

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective (1) for such period as the laws of the State in which this contract is to be performed prescribe, or (2) until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

(End of clause)

52.229-3 FEDERAL, STATE, AND LOCAL TAXES (JAN 1991)

(a) "Contract date," as used in this clause, means the date set for bid opening or, if this is a negotiated contract or a

modification, the effective date of this contract or modification.

"All applicable Federal, State, and local taxes and duties," as used in this clause, means all taxes and duties, in effect on the contract date, that the taxing authority is imposing and collecting on the transactions or property covered by this contract.

"After-imposed Federal tax," as used in this clause, means any new or increased Federal excise tax or duty, or tax that was exempted or excluded on the contract date but whose exemption was later revoked or reduced during the contract period, on the transactions or property covered by this contract that the Contractor is required to pay or bear as the result of legislative, judicial, or administrative action taking effect after the contract date. It does not include social security tax or other employment taxes.

"After-relieved Federal tax," as used in this clause, means any amount of Federal excise tax or duty, except social security or other employment taxes, that would otherwise have been payable on the transactions or property covered by this contract, but which the Contractor is not required to pay or bear, or for which the Contractor obtains a refund or drawback, as the result of legislative, judicial, or administrative action taking effect after the contract date.

(b) The contract price includes all applicable Federal, State, and local taxes and duties.

(c) The contract price shall be increased by the amount of any after-imposed Federal tax, provided the Contractor warrants in writing that no amount for such newly imposed Federal excise tax or duty or rate increase was included in the contract price, as a contingency reserve or otherwise.

(d) The contract price shall be decreased by the amount of any after-relieved Federal tax.

(e) The contract price shall be decreased by the amount of any Federal excise tax or duty, except social security or other employment taxes, that the Contractor is required to pay or bear, or does not obtain a refund of, through the Contractor's fault, negligence, or failure to follow instructions of the Contracting Officer.

(f) No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds \$250.

(g) The Contractor shall promptly notify the Contracting Officer of all matters relating to any Federal excise tax or duty that reasonably may be expected to result in either an increase or decrease in the contract price and shall take appropriate action as the Contracting Officer directs.

(h) The Government shall, without liability, furnish evidence appropriate to establish exemption from any Federal, State, or local tax when the Contractor requests such evidence and a reasonable basis exists to sustain the exemption.

(End of clause)

52.229-5 TAXES--CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO (APR 1984)

The term "local taxes," as used in the Federal, State, and local taxes clause of this contract, includes taxes imposed by a possession of the United States or by Puerto Rico.

(End of clause)

52.232-1 PAYMENTS (APR 1984)

The Government shall pay the Contractor, upon the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified in this contract, payment shall be made on partial deliveries accepted by the Government if--

- (a) The amount due on the deliveries warrants it; or
- (b) The Contractor requests it and the amount due on the deliveries is at least \$1,000 or 50 percent of the total contract price.

52.232-8 DISCOUNTS FOR PROMPT PAYMENT (MAY 1997)

- (a) Discounts for prompt payment will not be considered in the evaluation of offers. However, any offered discount will form a part of the award, and will be taken if payment is made within the discount period indicated in the offer by the offeror. As an alternative to offering a prompt payment discount in conjunction with the offer, offerors awarded contracts may include prompt payment discounts on individual invoices.
- (b) In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. If the Contractor has not placed a date on the invoice, the due date shall be calculated from the date the designated billing office receives a proper invoice, provided the agency annotates such invoice with the date of receipt at the time of receipt. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or, for an electronic funds transfer, the specified payment date. When the discount date falls on a Saturday, Sunday, or legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day.

52.232-9 LIMITATION ON WITHHOLDING OF PAYMENTS (APR 1984)

If more than one clause or Schedule term of this contract authorizes the temporary withholding of amounts otherwise payable to the Contractor for supplies delivered or services performed, the total of the amounts withheld at any one time shall not exceed the greatest amount that may be withheld under any one clause or Schedule term at that time; provided, that this limitation shall not apply to--

- (a) Withholdings pursuant to any clause relating to wages or hours of employees;
- (b) Withholdings not specifically provided for by this contract;
- (c) The recovery of overpayments; and
- (d) Any other withholding for which the Contracting Officer determines that this limitation is inappropriate.

52.232-11 EXTRAS (APR 1984)

Except as otherwise provided in this contract, no payment for extras shall be made unless such extras and the price therefore have been authorized in writing by the Contracting Officer.

52.232-17 INTEREST (JUNE 1996)

- (a) Except as otherwise provided in this contract under a Price Reduction for Defective Cost or Pricing Data clause or a Cost Accounting Standards clause, all amounts that become payable by the Contractor to the Government under this contract (net of any applicable tax credit under the Internal Revenue Code (26 U.S.C. 1481)) shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 12 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in paragraph (b) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until

the amount is paid, reproduce, prepare derivative works, distribute copies to the public, and (b) Amounts shall be due at the earliest of the following dates:

- (1) The date fixed under this contract.
- (2) The date of the first written demand for payment consistent with this contract, including any demand resulting from a default termination.
- (3) The date the Government transmits to the Contractor a proposed supplemental agreement to confirm completed negotiations establishing the amount of debt.
- (4) If this contract provides for revision of prices, the date of written notice to the Contractor stating the amount of refund payable in connection with a pricing proposal or a negotiated pricing agreement not confirmed by contract modification.
- (c) The interest charge made under this clause may be reduced under the procedures prescribed in 32.614-2 of the Federal Acquisition Regulation in effect on the date of this contract.

52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986) - ALTERNATE I (APR 1984)

- (a) The Contractor, under the Assignment of Claims Act, as amended, 31 U.S.C. 3727, 41 U.S.C. 15 (hereafter referred to as "the Act"), may assign its rights to be paid amounts due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency. The assignee under such an assignment may thereafter further assign or reassign its right under the original assignment to any type of financing institution described in the preceding sentence. Unless otherwise stated in this contract, payments to an assignee of any amounts due or to become due under this contract shall not, to the extent specified in the Act, be subject to reduction or setoff.
- (b) Any assignment or reassignment authorized under the Act and this clause shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party, except that an assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in the financing of this contract.
- (c) The Contractor shall not furnish or disclose to any assignee under this contract any classified document (including this contract) or information related to work under this contract until the Contracting Officer authorizes such action in writing.

52.232-25 PROMPT PAYMENT (JUN 1997)

Notwithstanding any other payment clause in this contract, the Government will make invoice payments and contract financing payments under the terms and conditions specified in this clause. Payment shall be considered as being made on the day a check is dated or the date of an electronic funds transfer. Definitions of pertinent terms are set forth in section 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see subparagraph (a)(4) of this clause concerning payments due on Saturdays, Sundays, and legal holidays.)

- (a) Invoice payments. (1) Due date--(i) Except as indicated in subparagraph (a)(2) and paragraph (c) of this clause, the due date for making invoice payments by the designated payment office shall be the later of the following two events:

- (A) The 30th day after the designated billing office has received a proper invoice from the Contractor (except as provided in subdivision (a)(1)(ii) of this clause).

(B) The 30th day after Government acceptance of supplies delivered or services performed by the Contractor. On a final invoice where the payment amount is subject to contract settlement actions, acceptance shall be deemed to have occurred on the effective date of the contract settlement.

(ii) If the designated billing office fails to annotate the invoice with the actual date of receipt at the time of receipt, the invoice payment due date shall be the 30th day after the date of the Contractor's invoice; provided a proper invoice is received and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(2) Certain food products and other payments. (i) Due dates on Contractor invoices for meat, meat food products, or fish; perishable agricultural commodities; and dairy products, edible fats or oils, and food products prepared from edible fats or oils are--

(A) For meat or meat food products, as defined in section 2(a)(3) of the Packers and Stockyard Act of 1921 (7 U.S.C. 182(3)), and as further defined in Pub. L. 98-181, including any edible fresh or frozen poultry meat, any perishable poultry meat food product, fresh eggs, and any perishable egg product, as close as possible to, but not later than, the 7th day after product delivery.

(B) For fresh or frozen fish, as defined in section 204(3) of the Fish and Seafood Promotion Act of 1986 (16 U.S.C. 4003(3)), as close as possible to, but not later than, the 7th day after product delivery.

(C) For perishable agricultural commodities, as defined in section 1(4) of the Perishable Agricultural Commodities Act of 1930 (7 U.S.C. 499a(4)), as close as possible to, but not later than, the 10th day after product delivery, unless another date is specified in the contract.

(D) For dairy products, as defined in section 111(e) of the Dairy Production Stabilization Act of 1983 (7 U.S.C. 4502(e)), edible fats or oils, and food products prepared from edible fats or oils, as close as possible to, but not later than, the 10th day after the date on which a proper invoice has been received. Liquid milk, cheese, certain processed cheese products, butter, yogurt, ice cream, mayonnaise, salad dressings, and other similar products, fall within this classification. Nothing in the Act limits this classification to refrigerated products. When questions arise regarding the proper classification of a specific product, prevailing industry practices will be followed in specifying a contract payment due date. The burden of proof that a classification of a specific product is, in fact, prevailing industry practice is upon the Contractor making the representation.

(ii) If the contract does not require submission of an invoice for payment (e.g., periodic lease payments), the due date will be as specified in the contract.

(3) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in subdivisions (a)(3)(i) through (a)(3)(viii) of this clause. If the invoice does not comply with these requirements, it shall be returned within 7 days after the date the designated billing office received the invoice (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, edible fats or oils, and food products prepared from edible fats or oils), with a statement of the reasons why it is not a proper invoice. Untimely notification will be taken into account in computing any interest penalty owed the Contractor in the manner described in subparagraph (a)(5) of this clause.

(i) Name and address of the Contractor.

(ii) Invoice date. (The Contractor is encouraged to date invoices as close as possible to the date of the mailing or transmission.)

(iii) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).

(iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.

(v) Shipping and payment terms (e.g., shipment number and date of shipment, prompt payment discount terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to be notified in the event of a defective invoice.

(viii) Any other information or documentation required by the contract (such as evidence of shipment).

(ix) While not required, the Contractor is strongly encouraged to assign an identification number to each invoice.

(4) Interest penalty. An interest penalty shall be paid automatically by the designated payment office, without request from the Contractor, if payment is not made by the due date and the conditions listed in subdivisions (a)(4)(i) through (a)(4)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day without incurring a late payment interest penalty.

(i) A proper invoice was received by the designated billing office.

(ii) A receiving report or other Government documentation authorizing payment was processed, and there was no disagreement over quantity, quality, or Contractor compliance with any contract term or condition.

(iii) In the case of a final invoice for any balance of funds due the Contractor for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(5) Computing penalty amount. The interest penalty shall be at the rate established by the Secretary of the Treasury under section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the day after the due date, except where the interest penalty is prescribed by other governmental authority (e.g., tariffs). This rate is referred to as the "Renegotiation Board Interest Rate," and it is published in the Federal Register semiannually on or about January 1 and July 1. The interest penalty shall accrue daily on the invoice principal payment amount approved by the Government until the payment date of such approved principal amount; and will be compounded in 30-day increments inclusive from the first day after the due date through the payment date. That is, interest accrued at the end of any 30-day period will be added to the approved invoice principal payment amount and will be subject to interest penalties if not paid in the succeeding 30-day period. If the designated billing office failed to notify the Contractor of a defective invoice within the periods prescribed in subparagraph (a)(3) of this clause, the due date on the corrected invoice will be adjusted by subtracting from such date the number of days taken beyond the prescribed notification of defects period. Any interest penalty owed the Contractor will be based on this adjusted due date. Adjustments will be made by the designated payment office for errors in calculating interest penalties.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance shall be deemed to have occurred constructively on the 7th day (unless otherwise specified in this contract) after the Contractor delivered the supplies or performed the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. In the event that actual acceptance occurs within the constructive acceptance period, the determination of an interest penalty shall be based on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The following periods of time will not be included in the determination of an interest penalty:

(A) The period taken to notify the Contractor of defects in invoices submitted to the Government, but this may not exceed 7 days (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, dairy products, edible fats or oils, and food products prepared from edible fats or oils).

(B) The period between the defects notice and resubmission of the corrected invoice by the Contractor.

(C) For incorrect electronic funds transfer (EFT) information, in accordance with the EFT clause of this contract.

(iii) Interest penalties will not continue to accrue after the filing of a claim for such penalties under the clause at 52.233-1, Disputes, or for more than 1 year. Interest penalties of less than \$1 need not be paid.

(iv) Interest penalties are not required on payment delays due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance or on amounts temporarily withheld or retained in accordance with the terms of the contract. Claims involving disputes, and any interest that may be payable, will be resolved in accordance with the clause at 52.233-1, Disputes.

(6) Prompt payment discounts. An interest penalty also shall be paid automatically by the designated payment office, without request from the Contractor, if a discount for prompt payment is taken improperly. The interest penalty will be calculated as described in subparagraph (a)(5) of this clause on the amount of discount taken for the period beginning with the first day after the end of the discount period through the date when the Contractor is paid.

(7) Additional interest penalty. (i) If this contract was awarded on or after October 1, 1989, a penalty amount, calculated in accordance with subdivision (a)(7)(iii) of this clause, shall be paid in addition to the interest penalty amount if the Contractor--

(A) Is owed an interest penalty of \$1 or more;

(B) Is not paid the interest penalty within 10 days after the date the invoice amount is paid; and

(C) Makes a written demand to the designated payment office for additional penalty payment, in accordance with subdivision (a)(7)(ii) of this clause, postmarked not later than 40 days after the invoice amount is paid.

(ii)(A) Contractors shall support written demands for additional penalty payments with the following data. No additional data shall be required. Contractors shall--

(1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;

(2) Attach a copy of the invoice on which the unpaid late payment interest was due; and

(3) State that payment of the principal has been received, including the date of receipt.

(B) Demands must be postmarked on or before the 40th day after payment was made, except that--

(1) If the postmark is illegible or nonexistent, the demand must have been received and annotated with the date of receipt by the designated payment office on or before the 40th day after payment was made; or

(2) If the postmark is illegible or nonexistent and the designated payment office fails to make the required annotation, the demand's validity will be determined by the date the Contractor has placed on the demand; provided such date is no later than the 40th day after payment was made.

(iii)(A) The additional penalty shall be equal to 100 percent of any original late payment interest penalty, except--

(1) The additional penalty shall not exceed \$5,000;

(2) The additional penalty shall never be less than \$25; and

(3) No additional penalty is owed if the amount of the underlying interest penalty is less than \$1.

(B) If the interest penalty ceases to accrue in accordance with the limits stated in subdivision (a)(5)(iii) of this clause, the amount of the additional penalty shall be calculated on the amount of interest penalty that would have accrued in the absence of these limits, subject to the overall limits on the additional penalty specified in subdivision (a)(7)(iii)(A) of this clause.

(C) For determining the maximum and minimum additional penalties, the test shall be the interest penalty due on each separate payment made for each separate contract. The maximum and minimum additional penalty shall not be based upon individual invoices unless the invoices are paid separately. Where payments are consolidated for disbursing purposes, the maximum and minimum additional penalty determination shall be made separately for each contract therein.

(D) The additional penalty does not apply to payments regulated by other Government regulations (e.g., payments under utility contracts subject to tariffs and regulation).

(b) Contract financing payments. (1) Due dates for recurring financing payments. If this contract provides for contract financing, requests for payment shall be submitted to the designated billing office as specified in this contract or as directed by the Contracting Officer. Contract financing payments shall be made on the [insert day as prescribed by Agency head; if not prescribed, insert 30th day] day after receipt of a proper contract financing request by the designated billing office. In the event that an audit or other review of a specific financing request is required to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the due date specified.

(2) Due dates for other contract financing. For advance payments, loans, or other arrangements that do not involve recurring submissions of contract financing requests, payment shall be made in accordance with the corresponding contract terms or as directed by the Contracting Officer.

(3) Interest penalty not applicable. Contract financing payments shall not be assessed an interest penalty for payment delays.

(c) Fast payment procedure due dates. If this contract contains the clause at 52.213-1, Fast Payment Procedure, payments will be made within 15 days after the date of receipt of the invoice.

52.233-1 DISPUTES. (DEC 1998)

(a) This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613).

(b) Except as provided in the Act, all disputes arising under or relating to this contract shall be resolved under this clause.

(c) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified as required by subparagraph (d)(2) of this clause. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

(d)(1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the

Government against the Contractor shall be subject to a written decision by the Contracting Officer.

(2)(i) The contractors shall provide the certification specified in subparagraph (d)(2)(iii) of this clause when submitting any claim -

(A) Exceeding \$100,000; or

(B) Regardless of the amount claimed, when using -

(1) Arbitration conducted pursuant to 5 U.S.C. 575-580; or

(2) Any other alternative means of dispute resolution (ADR) technique that the agency elects to handle in accordance with the Administrative Dispute Resolution Act (ADRA).

(ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.

(iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am duly authorized to certify the claim on behalf of the Contractor.

(3) The certification may be executed by any person duly authorized to bind the Contractor with respect to the claim.

(e) For Contractor claims of \$100,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.

(f) The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in the Act.

(g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the request.

(h) The Government shall pay interest on the amount found due and unpaid from (1) the date the Contracting Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in (FAR) 48 CFR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

(i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

(End of clause)

52.233-3 PROTEST AFTER AWARD (AUG. 1996)

(a) Upon receipt of a notice of protest (as defined in FAR 33.101) or a determination that a protest is likely (see FAR 33.102(d)), the Contracting Officer may, by written order to the Contractor, direct the Contractor to stop

performance of the work called for by this contract. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Upon receipt of the final decision in the protest, the Contracting Officer shall either--

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled either before or after a final decision in the protest, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if--

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to an adjustment within 30 days after the end of the period of work stoppage; provided, that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a proposal at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(e) The Government's rights to terminate this contract at any time are not affected by action taken under this clause.

(f) If, as the result of the Contractor's intentional or negligent misstatement, misrepresentation, or miscertification, a protest related to this contract is sustained, and the Government pays costs, as provided in FAR 33.102(b)(2) or 33.104(h)(1), the Government may require the Contractor to reimburse the Government the amount of such costs. In addition to any other remedy available, and pursuant to the requirements of Subpart 32.6, the Government may collect this debt by offsetting the amount against any payment due the Contractor under any contract between the Contractor and the Government.

52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)

The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation on the Government installation. If the Contractor's failure to use reasonable care causes damage to any of this property, the Contractor shall replace or repair the damage at no expense to the Government as the Contracting Officer directs. If the Contractor fails or refuses to make such repair or replacement, the Contractor shall be liable for the cost, which may be deducted from the contract price.

52.242-13 BANKRUPTCY (JUL 1995)

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the contract, written notification of the bankruptcy to the Contracting Officer responsible for administering the contract. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the

bankruptcy petition was filed, and a listing of Government contract numbers and contracting offices for all Government contracts against which final payment has not been made. This obligation remains in effect until final payment under this contract.

(End of clause)

52.243-1 CHANGES--FIXED-PRICE (AUG 1987) - ALTERNATE I (APR 1984)

(a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:

(1) Description of services to be performed.

(2) Time of performance (i.e., hours of the day, days of the week, etc.).

(3) Place of performance of the services.

(b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.

(c) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

(d) If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the Contracting Officer shall have the right to prescribe the manner of the disposition of the property.

(e) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

52.246-25 LIMITATION OF LIABILITY--SERVICES (FEB 1997)

(a) Except as provided in paragraphs (b) and (c) below, and except to the extent that the Contractor is expressly responsible under this contract for deficiencies in the services required to be performed under it (including any materials furnished in conjunction with those services), the Contractor shall not be liable for loss of or damage to property of the Government that (1) occurs after Government acceptance of services performed under this contract, and (2) results from any defects or deficiencies in the services performed or materials furnished.

(b) The limitation of liability under paragraph (a) above shall not apply when a defect or deficiency in, or the Government's acceptance of, services performed or materials furnished results from willful misconduct or lack of good faith on the part of any of the Contractor's managerial personnel. The term "Contractor's managerial personnel," as used in this clause, means the Contractor's directors, officers, and any of the Contractor's managers, superintendents, or equivalent representatives who have supervision or direction of--

(1) All or substantially all of the Contractor's business;

(2) All or substantially all of the Contractor's operations at any one plant, laboratory, or separate location at which the contract is being performed; or

(3) A separate and complete major industrial operation connected with the performance of this contract.

(c) If the Contractor carries insurance, or has established a reserve for self-insurance, covering liability for loss or damage suffered by the Government through the Contractor's performance of services or furnishing of materials

under this contract, the Contractor shall be liable to the Government, to the extent of such insurance or reserve, for loss of or damage to property of the Government occurring after Government acceptance of, and resulting from any defects and deficiencies in, services performed or materials furnished under this contract.

52.249-4 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES) (SHORT FORM)
(APR 1984)

The Contracting Officer, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the Government shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984)

(a)(1) The Government may, subject to paragraphs (c) and (d) of this clause, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to--

- (i) Deliver the supplies or to perform the services within the time specified in this contract or any extension;
- (ii) Make progress, so as to endanger performance of this contract (but see subparagraph (a)(2) of this clause); or
- (iii) Perform any of the other provisions of this contract (but see subparagraph (a)(2) below).

(2) The Government's right to terminate this contract under subdivisions (a)(1)(ii) and (1)(iii) of this clause, may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the Contracting Officer) after receipt of the notice from the Contracting Officer specifying the failure.

(b) If the Government terminates this contract in whole or in part, it may acquire, under the terms and in the manner the Contracting Officer considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the Government for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.

(c) Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (1) acts of God or of the public enemy, (2) acts of the Government in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

(d) If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule.

(e) If this contract is terminated for default, the Government may require the Contractor to transfer title and deliver to the Government, as directed by the Contracting Officer, any (1) completed supplies, and (2) partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (collectively referred to as "manufacturing materials" in this clause) that the Contractor has specifically produced or acquired for the terminated portion of this contract. Upon direction of the Contracting Officer, the Contractor shall also protect and preserve property in its possession in which the Government has an interest.

(f) The Government shall pay contract price for completed supplies delivered and accepted. The Contractor and Contracting Officer shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause. The

Government may withhold from these amounts any sum the Contracting Officer determines to be necessary to protect the Government against loss because of outstanding liens or claims of former lien holders.

(g) If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Government.

(h) The rights and remedies of the Government in this clause are in addition to any other rights and remedies provided by law or under this contract.

252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

(a) "Definition. Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

(End of clause)

252.203-7001 PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES (MAR 1999)

(a) Definitions. As used in this clause—

(1) "Arising out of a contract with the DoD" means any act in connection with—

(i) Attempting to obtain;

(ii) Obtaining, or

(iii) Performing a contract or first-tier subcontract of any agency, department, or component of the Department of Defense (DoD).

(2) "Conviction of fraud or any other felony" means any conviction for fraud or a felony in violation of state or Federal criminal statutes, whether entered on a verdict or plea, including a plea of *nolo contendere*, for which sentence has been imposed.

(3) "Date of conviction" means the date judgment was entered against the individual.

(b) Any individual who is convicted after September 29, 1988, of fraud or any other felony arising out of a contract with the DoD is prohibited from serving--

(1) In a management or supervisory capacity on any DoD contract or first-tier subcontract;

(2) On the board of directors of any DoD contractor or first-tier subcontractor;

(3) As a consultant, agent, or representative for any DoD contractor or first-tier subcontractor; or

(4) In any other capacity with the authority to influence, advise, or control the decisions of any DoD contractor or subcontractor with regard to any DoD contract or first-tier subcontract.

(c) Unless waived, the prohibition in paragraph (b) of this clause applies for not less than 5 years from the date of conviction.

(d) 10 U.S.C. 2408 provides that a defense contractor or first-tier subcontractor shall be subject to a criminal penalty of not more than \$500,000 if convicted of knowingly—

(1) Employing a person under a prohibition specified in paragraph (b) of this clause; or

(2) Allowing such a person to serve on the board of directors of the contractor or first-tier subcontractor.

(e) In addition to the criminal penalties contained in 10 U.S.C. 2408, the Government may consider other available remedies, such as—

(1) Suspension or debarment;

(2) Cancellation of the contract at no cost to the Government; or

(3) Termination of the contract for default.

(f) The Contractor may submit written requests for waiver of the prohibition in paragraph (b) of this clause to the Contracting Officer. Requests shall clearly identify—

(1) The person involved;

(2) The nature of the conviction and resultant sentence or punishment imposed;

(3) The reasons for the requested waiver; and

(4) An explanation of why a waiver is in the interest of national security.

(g) The Contractor agrees to include the substance of this clause, appropriately modified to reflect the identity and relationship of the parties, in all first-tier subcontracts exceeding the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation, except those for commercial items or components.

(h) Pursuant to 10 U.S.C. 2408(c), defense contractors and subcontractors may obtain information as to whether a particular person has been convicted of fraud or any other felony arising out of a contract with the DoD by contacting The Office of Justice Programs, The Denial of Federal Benefits Office, U.S. Department of Justice, telephone (202) 616-3507.

(End of clause)

252.204-7003 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992)

The Contractor's procedures for protecting against unauthorized disclosure of information shall not require Department of Defense employees or members of the Armed Forces to relinquish control of their work products, whether classified or not, to the contractor.

(End of clause)

252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION.(MAR 2000)

(a) Definitions.

As used in this clause--

(1) Central Contractor Registration (CCR) database means the primary DoD repository for contractor information required for the conduct of business with DoD.

(2) Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.

(3) Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned by a parent (controlling) business concern. This 4-digit suffix may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.

(4) Registered in the CCR database means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code, is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.

(2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(3) Lack of registration in the CCR database will make an offeror ineligible for award.

(4) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.

(c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.

(d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at <http://www.ccr2000.com>.

(End of clause)

252.209-7004 SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)

(a) Unless the Government determines that there is a compelling reason to do so, the Contractor shall not enter into any subcontract in excess of \$25,000 with a firm, or subsidiary of a firm, that is identified, on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs, as being ineligible for the award of Defense contracts or subcontracts because it is owned or controlled by the government of a terrorist country.

(b) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is identified, on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs, as being ineligible for the award of Defense contracts or subcontracts because it is owned or controlled by the government of a terrorist country. The notice must include the name of the proposed subcontractor notwithstanding its inclusion on the List of Parties Excluded From Federal Procurement and Nonprocurement Programs.

252.223-7004 DRUG-FREE WORK FORCE (SEP 1988)

(a) Definitions.

(1) "Employee in a sensitive position," as used in this clause, means an employee who has been granted access to classified information; or employees in other positions that the Contractor determines involve national security; health or safety, or functions other than the foregoing requiring a high degree of trust and confidence.

(2) "Illegal drugs," as used in this clause, means controlled substances included in Schedules I and II, as defined by section 802(6) of title 21 of the United States Code, the possession of which is unlawful under chapter 13 of that Title. The term "illegal drugs" does not mean the use of a controlled substance pursuant to a valid prescription or other uses authorized by law.

(b) The Contractor agrees to institute and maintain a program for achieving the objective of a drug-free work force. While this clause defines criteria for such a program, contractors are encouraged to implement alternative approaches comparable to the criteria in paragraph (c) that are designed to achieve the objectives of this clause.

(c) Contractor programs shall include the following, or appropriate alternatives:

(1) Employee assistance programs emphasizing high level direction, education, counseling, rehabilitation, and coordination with available community resources;

(2) Supervisory training to assist in identifying and addressing illegal drug use by Contractor employees;

(3) Provision for self-referrals as well as supervisory referrals to treatment with maximum respect for individual confidentiality consistent with safety and security issues;

(4) Provision for identifying illegal drug users, including testing on a controlled and carefully monitored basis. Employee drug testing programs shall be established taking account of the following:

(i) The Contractor shall establish a program that provides for testing for the use of illegal drugs by employees in sensitive positions. The extent of and criteria for such testing shall be determined by the Contractor based on considerations that include the nature of the work being performed under the contract, the employee's duties, and efficient use of Contractor resources, and the risks to health, safety, or national security that could result from the failure of an employee adequately to discharge his or her position.

(ii) In addition, the Contractor may establish a program for employee drug testing--

(A) When there is a reasonable suspicion that an employee uses illegal drugs; or

(B) When an employees has been involved in an accident or unsafe practice;

(C) As part of or as a follow-up to counseling or rehabilitation for illegal drug use;

(D) As part of a voluntary employee drug testing program.

(iii) The Contractor may establish a program to test applicants for employment for illegal drug use.

(iv) For the purpose of administering this clause, testing for illegal drugs may be limited to those substances for which testing is prescribed by section 2.1 of subpart B of the "Mandatory Guidelines for Federal Workplace Drug Testing Programs" (53 FR 11980 (April 11, 1988), issued by the Department of Health and Human Services.

(d) Contractors shall adopt appropriate personnel procedures to deal with employees who are found to be using drugs illegally. Contractors shall not allow any employee to remain on duty or perform in a sensitive position who is found to use illegal drugs until such times as the Contractor, in accordance with procedures established by the Contractor, determines that the employee may perform in such a position.

(e) The provisions of this clause pertaining to drug testing program shall not apply to the extent that are inconsistent with state or local law, or with an existing collective bargaining agreement; provided that with respect to the latter, the Contractor agrees those issues that are in conflict will be a subject of negotiation at the next collective bargaining session.

(End of clause)

252.223-7006 PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS (APR 1993)

(a) "Definitions".

As used in this clause --

(1) "Storage" means a non-transitory, semi-permanent or permanent holding, placement, or leaving of material. It does not include a temporary accumulation of a limited quantity of a material used in or a waste generated or resulting from authorized activities, such as servicing, maintenance, or repair of Department of Defense (DoD) items, equipment, or facilities.

(2) "Toxic or hazardous materials" means:

(i) Materials referred to in section 101(14) of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) of 1980 (42 U.S.C. 9601(14)) and materials designated under section 102 of CERCLA (42 U.S.C. 9602) (40 CFR part 302);

(ii) Materials that are of an explosive, flammable, or pyrotechnic nature; or

(iii) Materials otherwise identified by the Secretary of Defense as specified in DoD regulations.

(b) In accordance with 10 U.S.C. 2692, the Contractor is prohibited from storing or disposing of non-DoD-owned toxic or hazardous materials on a DoD installation, except to the extent authorized by a statutory exception to 10 U.S.C. 2692 or as authorized by the Secretary of Defense or his designee.

(End of clause)

252.225-7031 SECONDARY ARAB BOYCOTT OF ISRAEL (JUN 1992)

(a) Definitions. As used in this clause--

(1) "Foreign person" means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec 2415).

(2) "United States person" is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign

concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concerns, as determined under regulations of the President.

(b) Certification. By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it--

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec 2407(a) prohibits a United States person from taking.

(End of clause)

252.231-7000 SUPPLEMENTAL COST PRINCIPLES (DEC 1991)

When the allowability of costs under this contract is determined in accordance with part 31 of the Federal Acquisition Regulation (FAR), allowability shall also be determined in accordance with part 231 of the Defense FAR Supplement, in effect on the date of this contract.

252.243-7001 PRICING OF CONTRACT MODIFICATIONS (DEC 1991)

When costs are a factor in any price adjustment under this contract, the contract cost principles and procedures in FAR part 31 and DFARS part 231, in effect on the date of this contract, apply.

This page intentionally blank